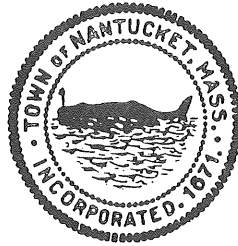


**Town and County of Nantucket**  
**Board of Selectmen • County Commissioners**

James R. Kelly, Chairman  
Rick Atherton  
Robert R. DeCosta  
Matt Fee  
Dawn E. Hill Holdgate



16 Broad Street  
Nantucket, Massachusetts 02554

Telephone (508) 228-7255  
Facsimile (508) 228-7272  
[www.nantucket-ma.gov](http://www.nantucket-ma.gov)

C. Elizabeth Gibson  
Town & County Manager

***AGENDA FOR THE MEETING OF THE  
BOARD OF SELECTMEN  
JULY 20, 2016 - 6:00 PM  
PUBLIC SAFETY FACILITY COMMUNITY ROOM  
4 FAIRGROUNDS ROAD  
NANTUCKET, MASSACHUSETTS***

***I. CALL TO ORDER***

***II. BOARD ACCEPTANCE OF AGENDA***

***III. ANNOUNCEMENTS***

1. The Board of Selectmen Meeting is Being Video/Audio Recorded.
2. Next Board of Selectmen Meeting is Wednesday, August 3, 2016 (Summer Schedule).

***IV. PUBLIC COMMENT\****

***V. NEW BUSINESS\****

***VI. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS***

1. Approval of Minutes of June 22, 2016 at 6:00 PM.
2. Approval of Payroll Warrants for Weeks Ending July 10, 2016; July 17, 2016.
3. Approval of Treasury Warrants for July 13, 2016; July 20, 2016.
4. Approval of Pending Contracts for July 20, 2016 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

***VII. CONSENT ITEMS***

1. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Lot 6, Woodbine Street as Shown on Land Court Plan No. 36593-C, Dated January 7, 2015, Prepared by Bracken Engineering, Inc. and Filed with Land Registration Office, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.

***VIII. CITIZEN/DEPARTMENTAL REQUESTS***

1. Finance Department: Request for Approval to Refund Current Bonds Issued February 2008, December 2008 and March 2009 to Produce Budgetary Savings.
2. Bladerunners Construction: Request for Total Street Blocking at 20 Liberty Street for Construction Work for One Day the Week of July 25, 2016.
3. Habitat for Humanity/Planning Office: Request for Execution of Purchase and Sale Agreement and Quitclaim Deed for Town-owned Parcel Known as Lot 87, Unnamed Way off Ticcoma Way as Shown on Plan of Land Entitled "Being a Division of Lots 75, 79 & 81 Shown on a Plan Recorded as Plan No. 2016-38 Now Shown as Lots 82 Through 95, Division Plan of Land in Nantucket, MA, prepared for Town of Nantucket," Dated June 3, 2016, Prepared by Blackwell and Associated, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2016-58, Pursuant to Vote on Article 98 of 2009 Annual Town Meeting.
4. Siasconset Beach Preservation Fund, et al: Request for Acceptance of Grant of "One Big Beach" Easement over 85, 87, 91, 93, 97, 99, 101, 105, 107 and 107A Baxter Road.

***IX. TOWN MANAGER'S REPORT***

1. Review of Boulevard Project Regarding Additional Drainage Structure.
2. Fire Station Update.
3. Review of Draft Sewer Fee Waiver Policy (Continued from July 6, 2016).
4. Continued Review of Ballot Questions in Connection with October 17, 2016 Special Town Meeting.
5. Request for Authorization to Execute State Revolving Fund Documents in Connection with Sea Street Pump Station Upgrade.

***X. PUBLIC HEARINGS***

1. Public Hearing to Consider Application for 2:00 AM Closing Time for Bug and Birdcage LLC d/b/a Town Pool, for Premises Located at 31 Easy Street (Continued from July 6, 2016).
2. Public Hearing to Consider the Taking of Lot 24, Okorwaw Avenue as Shown on Land Court Plan 17745-A, Surfside for Airport Purposes, as Authorized by MGL Chapter 79 and Vote on Article 104 Of 2014 Annual Town Meeting.
3. Public Hearing to Consider Utility Petition for National Grid/Nantucket Electric Company Plan # 21624724 to Install Handhole #7-2 in Sidewalk at

Intersection of Liberty Street and Walnut Lane and Install 1-3" Conduit across Liberty Street from Handhole #7-1 to New Handhole #7-2.

4. Public Hearing to Consider Application for New Common Victualler License for Nantucket Island Management, LLC d/b/a White Elephant Hotel Residences, Bettina Landt, Manager, for Premises Located at 19 North Water Street/19 South Beach Street, 29 North Water Street and 72 Easton Street.
5. Public Hearing to Consider Application for New Entertainment License for Nantucket Island Management, LLC d/b/a White Elephant Hotel Residences, Bettina Landt, Manager, for Premises Located at 19 North Water Street/19 South Beach Street, 29 North Water Street and 72 Easton Street.
6. Public Hearing to Consider Application for Alteration of Premises for Seasonal All-Alcoholic Beverages Innholder License for Nantucket Island Management, LLC d/b/a White Elephant Hotel Residences, Bettina Landt, Manager, for Premises Located at 19 North Water Street/19 South Beach Street, 29 North Water Street and 72 Easton Street.

***XI. SELECTMEN'S REPORTS/COMMENT***

1. Ratification of Language for Amendment to Chapter 200, Traffic Rules and Regulations to Allow Owners of Vehicles who Live Full-time Aboard a Vessel Moored in Nantucket Harbor to Park Overnight in the Municipal Parking Lot at 37 Washington Street (Pursuant to Board vote on June 22, 2016).
2. Update on Strategic Planning.
3. Committee Reports.

***XII. ADJOURNMENT***

*\* Identified on Agenda Protocol Sheet*

**Board of Selectmen Agenda Protocol:**

- **Roberts Rules:** The Board of Selectmen follows Roberts Rules of Order to govern its meetings as per the Town Code and Charter.
- **Public Comment:** For bringing matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Board of Selectmen. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action. Except in emergencies, the Board will not normally take any other action on Public Comment. Any personal remarks or interrogation or any matter that appears on the regular agenda are not appropriate for Public Comment.

*Public Comment is not to be used to present charges or complaints against any specifically named individual, public or private; instead, all such charges or complaints should be presented in writing to the Town Manager who can then give notice and an opportunity to be heard to the named individual as per MGL Ch. 39, s 23B.*

- **New Business:** For topics not reasonably anticipated 48 hours in advance of the meeting.
- **Public Participation:** The Board welcomes valuable input from the public at appropriate times during the meeting with recognition by the Chair. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Selectmen may have questions on the clarity of information presented. The Board will hear any staff input and then deliberate on a course of action.
- **Selectmen Report and Comment:** Individual Selectmen may have matters to bring to the attention of the Board. If the matter contemplates action by the Board, Selectmen will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting. Otherwise, except in emergencies, the Board will not normally take action on Selectmen Comment.

**EXHIBIT 1**  
**AGREEMENTS TO BE EXECUTED BY TOWN MANAGER**  
**UNLESS RESOLUTION OF DISAPPROVAL BY BOARD OF SELECTMEN**  
**July 20, 2016**

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding
Town Contracts for Health & Human Services	Town Admin/Council for Human Services	Family & Children's Services	\$120,000	Allocation as approved per 2016 Annual Town Meeting	Article 9, 2016 ATM \$389,340
Professional Services	Our Island Home	North Shore Pharmacy Services LLC. Db a Omnicare	\$35,000.00/yr for a 3 year total of \$105,000.00	To provide prescription and non-prescription pharmaceuticals, and other related services	OIH Dept Budget
Professional Services	Our Island Home	North Shore Pharmacy Services LLC. Db a Omnicare	\$5,000.00/yr for a 3 year total of \$15,000.00	To provide required pharmacist consulting services	OIH Dept Budget
Annual Support Agreement	IT	Tyler Technologies	\$132,940.05	MUNIS support	IT Dept Budget
Professional Services	PLUS	Ed Marchant	\$100,000.00	Technical assistance and professional review services for Comprehensive Permit applications	Escrow Accounts
Professional Services	Emergency Management	Center for Coastal Studies	\$105,060	Engineering services to develop an accurate island-wide GIS map of storm-tide pathways to identify and define the vulnerability and risk of coastal areas in the context of dynamic human and natural systems throughout the island on a neighborhood scale	Coastal Zone Management Grant
Memorandum of Understanding	Town Admin	Nantucket Community School	(\$5,000.00)	Community recreational programming for FY 2017	Town Admin



July 12, 2016

*Regarding the Grant Agreement Between Town of Nantucket and Family & Children's Service of Nantucket County, Inc....*

We would like the Board of Selectmen, prior to the discussion at the meeting of July 20, 2016, to take the following into consideration regarding the issue of the contract that needs to be signed for our FY2017 grant from the town.

1. **Management audit.** First, given that the contract has very few details regarding such its required management audit, it left us (FCSN) with many questions. Attached is a memo we sent to Town Manager Libby Gibson, including her replies. Regarding the audit, Ms. Gibson answered our questions and was very helpful. We welcome any further input from the Selectmen regarding our questions and her answers.

We are considering hiring ManageHub ([www.managehubaccelerator.com](http://www.managehubaccelerator.com)) to perform the audit. They will not only evaluate the organization and prepare a report, but also train us to use Baldrige-based practices to create an even more sustainable and efficient organization. It is expected that the process will take a full 10-months once initiated and cost an estimated \$24,000.

2. **Change in Scope of Sliding Scale Fees Reimbursement.** Secondly, in our grant application to the Council of Human Services, as in previous years, we asked that the grant be used to “... specifically support services for individuals who have limited or no ability to pay for services such as mental health or/and substance abuse individual or group psychotherapy, psychological testing, and psychopharmacological management. *These funds will apply to those who have no insurance, are underinsured or unable to pay for services.*” (Our full grant application is attached.)

When we use the term “**uninsured**,” we’re referring to persons needing our services but not having any form of health insurance; by “**underinsured**,” we mean persons needing our services that have a form of health insurance—perhaps a high deductible plan, a plan that does not contract with us, or a plan with minimal coverage for behavioral health services—and are still unable to pay for needed services; and “**sliding scale fees**” refers to varying discounts on our prices according to a client’s ability to pay and based on state-approved guidelines for determining eligibility and level of support.

The contract for the grant given to us by Contract Review Committee, after the Town Meeting vote, changed the language to say that these funds “will be expended [for] direct care services for those individuals that are uninsured (those provided services to [sic] that do not have any form of insurance).”

We ask that the Selectmen approve changing the language back to say that this town money can be used to support all of those in need of mental health or substance abuse services that are unable to pay in full, whether they have health insurance or not. Many of our clients need support even though they have health insurance. See below for an estimate of how this money was used this past year to cover both the uninsured and the underinsured. We believe that without such support, a high percentage of these underinsured clients would have chosen to forgo needed services.

How was this grant used in 2015?

1. Total support given:

Number of Nantucket resident that needed assistance	<b>389</b>
Number of visits that were subsidized	<b>6,558</b>
Charges for these services	<b>\$312,755</b>
Support given (in form of sliding scale discounts)	<b>\$127,427</b>

2. Support for the uninsured:

Number of clients supported without health insurance	<b>117</b>
Number of visits for the uninsured that were subsidized	<b>1,360</b>
Support provided to uninsured clients	<b>\$53,520</b>

3. Support for the underinsured:

Number of clients supported with inadequate insurance	<b>272</b>
Number of subsidized visits for the underinsured	<b>5,198</b>
Support provided to underinsured clients	<b>\$73,907</b>



**Attachments list:**

1. Grant Agreement Between Town of Nantucket and Family & Children's Service of Nantucket County, Inc. (proposed contract for FY2017 grant).
2. Town of Nantucket Request for Proposal Human Services FY2017 Application Summary Sheet (our grant application to the town for FY2017)
3. copy of email to Contract Review Committee dated May 24, 2016, with responses from Libby Gibson highlighted in bold.

**GRANT AGREEMENT BETWEEN TOWN OF NANTUCKET  
AND  
FAMILY & CHILDREN'S SERVICE OF NANTUCKET COUNTY, INC.**

This AGREEMENT is made and entered into effective on July 1, 2016 by and between the TOWN of Nantucket [TOWN] acting through its Board of Selectmen [BOS] with offices at the Town and County Building, 16 Broad Street, Nantucket, MA 02554 and FAMILY & CHILDREN'S SERVICE OF NANTUCKET COUNTY, INC. [PROVIDER] whose principal place of business is 20 VESPER LANE, L-1 GOUIN VILLAGE, NANTUCKET, MA 02554.

**RECITALS**

WHEREAS, TOWN, through its BOS has determined that its residents have certain unmet human services needs and that a public purpose is served by entering into Grant Agreements as defined in the Massachusetts Procurement Code Chapter 30B Section 2 for support in meeting such needs; and

WHEREAS such Grant Agreements are exempt from the competitive bidding requirements of the Massachusetts Procurement Code, MGL Chapter 30B; and

WHEREAS, TOWN, at its 2016 Annual Town Meeting appropriated certain funds for such Grant Agreements to provide support for meeting those needs and authorized BOS to execute such Grant Agreements with non-profit agencies for that public purpose; and

WHEREAS, PROVIDER is willing and able to render the support services set forth in this Grant Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the parties agree as follows:

**1 APPLICABLE DOCUMENTS -- INTEGRATION**

Exhibits A - I listed below are attached hereto and are a part of this Agreement. This Agreement and its Exhibits constitute the complete and exclusive statement of understanding between the parties, and shall supersede all previous agreements whether written or oral, and all communications between the parties relating to the subject matter of this Grant Agreement. In the event of any conflict or inconsistency between this Grant Agreement and the Exhibits, such inconsistency shall be resolved by giving precedence first to this Grant Agreement and then to the Exhibits. No amendment to this Agreement shall be valid unless prepared in accordance with Paragraph 8 Change Notices and Amendments and executed in the same manner as this Agreement.

- 1.1 Exhibit A – Statement Of Work For Fiscal Year 2017**
- 1.2 Exhibit B – Pricing Schedule and Invoice Format**
- 1.3 Exhibit C – Quarterly Report Format (Supplied By Town Contract Administrator)**

- 1.4 Exhibit D – Certificates Of Insurance**
- 1.5 Exhibit E – Contact Information For Provider Contract Manager**
- 1.6 Exhibit F – Tax Compliance Certification**
- 1.7 Exhibit G -- Summary Of Conflict Of Interest Laws**
- 1.8 Exhibit H – 2017 Staffing Plan and Budget**
- 1.9 Exhibit I -- Listing of Provider's Officers, Directors and Provider's Current By-Laws**

## **2 WORK**

PROVIDER shall fully perform, complete and deliver on time, all tasks, deliverables, services, and other work as set forth in Exhibit A, Statement of Work. If PROVIDER provides any tasks, deliverables or other work, other than as set forth in this Agreement, they shall be deemed a gratuitous effort by PROVIDER and PROVIDER shall have no claim of any nature whatsoever against TOWN.

## **3 TERM OF CONTRACT/ PERIOD OF PERFORMANCE**

The Term of this Agreement and the Period of Performance of Services hereunder shall be from July 1, 2016 through June 30, 2017 unless earlier suspended or terminated in accordance with the provisions of this Grant Agreement. There shall be no renewal or extension of this Agreement whatsoever.

## **4 MAXIMUM CONTRACT SUM**

The Maximum Contract Sum payable for services performed under this Grant Agreement is \$120,000.00. For services performed under this Grant Agreement, PROVIDER shall be paid according to the rates set forth in the Pricing Schedule – Exhibit B.

No payment shall be made for services not performed. PROVIDER shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any administrative or overhead expenses that are incurred by PROVIDER or are incidental to this Grant Agreement.

## **5 INVOICES AND PAYMENT**

### **5.1 Invoice Content and Format**

PROVIDER shall invoice TOWN on a quarterly basis for providing the tasks, deliverables, services and other work set forth in the Statement of Work – Exhibit A at the prices set forth in Exhibit B – Pricing Schedule. The PROVIDER may also be required to provide quarterly budget reports. PROVIDER shall prepare invoices as set forth in Exhibit C -- Invoice Format. Invoices shall clearly reflect the WORK PERFORMED IN THAT QUARTER. No payment shall be approved unless properly prepared invoices have been timely submitted in accordance with the provisions of this Grant Agreement and in the format set forth in Exhibit C as defined by Town Contract Administrator. PAYMENT SHALL BE FOR THE WORK DONE AND SERVICES ACTUALLY PERFORMED IN THAT QUARTER.

## **5.2 Invoice Submission Schedule**

PROVIDER shall submit quarterly invoices for WORK DONE AND SERVICES ACTUALLY PERFORMED DURING THE DESIGNATED QUARTER not later than the following dates for the fiscal year July 1, 2016 through June 30, 2017

5.2.1 First Quarter -- October 7, 2016

5.2.2 Second Quarter -- January 6, 2017

5.2.3 Third Quarter -- April 6, 2017

5.2.4 Fourth Quarter -- July 6, 2017

## **5.3 Invoice Submission and Approval Process**

### **5.3.1 Submission**

PROVIDER shall submit each original signed Quarterly Invoice to Town Contract Administrator:

Rachel K Chretien  
Town of Nantucket Department of Human Services  
81 Washington Street  
Nantucket, MA 02554  
508 325 7559  
rday@nantucket-ma.gov

### **5.3.2 Approval for Payment**

Town Contract Administrator shall review each Invoice submitted and assure that the tasks, deliverables, services and other work invoiced have been properly performed in accordance with the provisions of this Grant Agreement and that PROVIDER is otherwise in full compliance with all such provisions. If the work and Invoice is in compliance, Town Contract Administrator shall approve Invoice in writing and submit such approval to Town Finance office for payment.

### **5.3.3 Payment**

Approval for payment shall not be unreasonably withheld. TOWN shall use its best efforts to process payment within thirty days of its receipt of a correct and proper Invoice.

## **6 ADMINISTRATION OF CONTRACT – TOWN**

TOWN Contract Administrator is specified in Section 5.3.1 TOWN shall timely notify PROVIDER in writing within ten calendar days of any change in name or contact information of Town Contract Administrator

### **6.1 Authority and Duties**

- 6.1.1 Town Contract Administrator shall have full authority to supervise PROVIDER's performance of the services under this Grant Agreement and shall provide direction to PROVIDER in areas relating to policy, information and procedural requirements.
- 6.1.2 Town Contract Administrator shall be the single point of contact for PROVIDER with TOWN regarding all services, information, and all other activities with respect to this Grant Agreement.
- 6.1.3 Town Contract Administrator or her delegate may conduct site visits of PROVIDER's work premises and shall periodically meet with PROVIDER's

- 6.1.3 Town Contract Administrator or her delegate may conduct site visits of PROVIDER's work premises and shall periodically meet with PROVIDER's Contract Administrator in order to assure that work is being performed efficiently and cost effectively in accordance with the provisions of this Grant Agreement.
- 6.1.4 Town Contract Administrator shall proactively facilitate collaboration and coordination among TOWN, Town agencies, PROVIDER and other Human Services Providers within Town and in the region.

## **7 ADMINISTRATION OF CONTRACT -- PROVIDER**

Provider shall provide a Contract Manager authorized to act on behalf of PROVIDER and to act as a liaison for PROVIDER with respect to TOWN. Provider Contract Manager is specified in Exhibit E. PROVIDER shall timely notify TOWN in writing within ten calendar days of any change in name or contact information of Provider Contract Manager.

### **7.1 Authority and Duties**

- 7.1.1 Provider Contract Manager shall have authority to act for PROVIDER with respect to the subject matter of this Grant Agreement and shall timely respond to all requests from TOWN Contract Administrator.
- 7.1.2 Provider Contract Manager shall direct all policy and information questions to Town Contract Administrator and shall utilize Town Contract Administrator as single point of contact with Town with respect to the provision of services under this Grant Agreement.
- 7.1.3 Provider Contract Manager shall cooperate and collaborate with Town Contract Administrator in order to assure that work is being performed efficiently and effectively under this Grant Agreement.
- 7.1.4 Provider Contract Manager shall work with Town Contract Administrator to facilitate collaboration and coordination between TOWN, TOWN agencies and other Human Services Providers within the Town and in the region.

## **8 CHANGE NOTICES AND AMENDMENTS**

TOWN reserves the right to change any portion of the work required under this Grant Agreement or to amend other terms and conditions if necessary. Any such revisions shall be made in the following manner:

### **8.1 Material Change**

For any change that affects the Statement of Work, Term, Period of Performance, Payments, or other term or condition included in this Grant Agreement, a written amendment shall be prepared and executed by the BOS and the authorized officials of PROVIDER in the same manner as the execution of this Grant Agreement.

### **8.2 Other Change**

For any change which does not affect the provisions of this Grant Agreement set forth in the previous paragraph, (for example, a change in Provider Contract Manager) a Change Notice shall be prepared in writing and signed by Town Contract Administrator and the Provider Contract Manager.

### **8.3 Policy Requirements**

The BOS or the Town Manager may from time to time, as a matter of policy, require inclusion of certain terms and conditions within TOWN contracts. To implement such changes an amendment to this Grant Agreement shall be prepared in writing and executed by the Town Contract Administrator.

## **9 TERMINATION FOR DEFAULT OF PROVIDER**

### **9.1 Circumstances of Default**

TOWN may, subject to the provisions set forth in this paragraph, terminate this Grant Agreement for default of PROVIDER in any of the following circumstances:

- 9.1.1 It is in material breach of one or more of the provisions of this Grant Agreement;  
or
- 9.1.2 It fails to satisfactorily perform the services required under this Grant Agreement;  
or
- 9.1.3 It fails to timely implement a cure after it receives written notice from TOWN specifying the circumstances of the default.
- 9.1.4 If requested and upon review of the condition as reasonably determined by the TOWN.

### **9.2 Notice of Default and Termination**

- 9.2.1 Town Manager is authorized to and shall issue Notice of Default to PROVIDER in the event of a default.
- 9.2.2 If the Default is not timely cured within the period specified in the Notice of Default, the BOS shall have the right to terminate this Grant Agreement.

## **10 TERMINATION FOR CONVENIENCE OF TOWN**

Subject to the provisions set forth in this paragraph, this Grant Agreement may be terminated by TOWN in whole or in part by delivery to PROVIDER of a thirty day prior written Notice of Termination specifying the extent to which the performance of work is terminated and the date on which the termination becomes effective.

### **10.1 Notice of Termination for Convenience**

Town Manager is authorized to issue a Termination for Convenience and shall do so if directed by the BOS.

### **10.2 Procedure for PROVIDER**

In the event of a Termination for Convenience, PROVIDER shall:

- 10.2.1 Stop services to the extent specified in the Notice, and complete performance of any work that has not been specified in the Notice.
- 10.2.2 Submit to TOWN promptly its Termination Claim and Invoice, which shall include only sums for work completed up to the termination date. PROVIDER expressly acknowledges that TOWN shall not be obliged to pay PROVIDER any additional amount due to the early termination.

### **10.3 Default Termination deemed Termination for Convenience**

In the event that a Termination for Default is issued under Paragraph 9 and it is later determined that PROVIDER was not in default, the rights and obligations of the parties shall be as if a Notice of Termination for Convenience had been given under this Paragraph 10.

## **11 INDEMNIFICATION**

PROVIDER shall indemnify, defend and save TOWN harmless from and against any and all liability including without limitation any and all manner of suits, claims, demands, actions fees, cost and expenses arising from any and all acts, omissions, errors, negligence by PROVIDER, its offers, employees and agents in performing services under this Grant Agreement or by breach of the terms of this Grant Agreement by PROVIDER. PROVIDER shall reimburse TOWN for any and all costs, damages and expenses including reasonable attorneys' fees, which TOWN pays or becomes obligated to pay by reason of such activities, breach or apparent breach by PROVIDER. This Paragraph shall not be construed to void or limit any other rights granted to TOWN pursuant to this Grant Agreement or any provision of law or otherwise to void or limit any duties assumed by PROVIDER.

## **12 INSURANCE**

Before commencing work under this agreement, PROVIDER shall obtain and maintain insurance coverage as set forth below. PROVIDER shall furnish Town Contract Administrator with Certificates of required insurance and such certificates shall be attached as Exhibit D to this Grant Agreement and shall identify TOWN shall as an Additional Named Insured in each instance.

### **12.1 Workers' Compensation**

This Insurance shall cover the obligations of PROVIDER in accordance with applicable Workers' Compensation Law.

### **12.2 Commercial General Liability**

This insurance shall be on an occurrence basis with a combined single limit of not less than \$1,000,000. Coverage shall include premises and operations, coverage for liability of subcontractors and products and completed operations. The policy shall contain an endorsement stating that aggregate limits will apply separately to the work being performed under this Agreement. TOWN shall be added as an additional named insured.

### **12.3 Automobile Liability Insurance**

This shall have not less than a \$1,000,000 combined single limit covering owned, hired and non-hired vehicle use.

### **12.4 Professional Services Liability Insurance**

This shall be not less than \$1,000,000 coverage if required by Town Contract Administrator as appropriate for the services to be performed hereunder.

### **12.5 Other Insurance**

PROVIDER shall secure and maintain such other insurance coverage in such amounts as Town Contract Administrator may reasonably require.

### **12.6 Notice of Cancellation**

PROVIDER shall maintain insurances required under this Paragraph during the term of this Grant Agreement and shall give Town Contract Administrator 20 days prior written notice of any change or cancellation of coverage.

## **13 OTHER TERMS AND CONDITIONS**

### **13.1 Assignment And Delegation**

PROVIDER shall not assign its rights nor delegate its duties under this Grant Agreement without prior written consent of the BOS. Any such unauthorized delegation or assignment by PROVIDER shall be deemed a default under this Grant Agreement.

### **13.2 Authorization Warranty**

PROVIDER represents and warrants that the person executing this Grant Agreement on behalf of PROVIDER is an authorized agent who has actual authority to bind PROVIDER to the terms and conditions of this Grant Agreement and that all necessary actions have been properly undertaken by PROVIDER to provide such authorization.

### **13.3 Back-Up Invoice Support / Financial and Audit Records**

Town Contract Administrator shall have the right to require supplementary back-up material from PROVIDER pertaining to any Invoice item submitted to TOWN and may refuse to approve for payment on such invoice if such material satisfactory to Town Contract Administrator is not timely submitted.

In order to provide an accounting of the money expended related to services under this Agreement, PROVIDER shall provide Town Contract Administrator with semi annual reports indicating the hours of staff time spent providing services hereunder, the cost of that time, any fees generated by client visits.

PROVIDER shall keep full and detailed records necessary for proper financial management under this Agreement. PROVIDER SHALL GIVE Town Contract Administrator or her designee prompt access to all books, records, receipts, vouchers and other pertinent financial data relating to this Grant Agreement for a period of six years after the final payment under the terms of this Grant Agreement.

### **13.4 No Payment To Town Employee**

No funds under this Agreement shall be expended for payment to a TOWN employee for services normally paid for by such employee's regular salary and wage.

### **13.5 Compliance With Applicable Laws**

PROVIDER shall comply with all applicable federal, state and local laws, regulations, rules, bylaws, ordinances and directives. All provisions required to be included in this Grant Agreement are deemed included and incorporated herein by this reference.

### **13.6 Compliance with Drug and Alcohol Testing Regulations**

PROVIDER shall maintain certification that it is in compliance with all applicable federal and state drug and alcohol testing regulations.

### **13.7 Conflict Of Interest**

PROVIDER represents and warrants that no officer, director or employee of PROVIDER who is a public official or employee of TOWN shall participate on behalf of TOWN in any action or decision relating to this Grant Agreement which violates the provisions of the Massachusetts Conflict of interest Laws, MGL Chapter 268A.

PROVIDER represents and warrants that its officers, directors and employees have been duly advised of the provisions of MGL chapter 268A and have received and executed an acknowledgement of receipt of Exhibit H, a Summary of the requirements of Chapter 268A.

PROVIDER represents and warrants that its officers, directors and employees are in full compliance with the provisions of Chapter 268A and that it is not now aware of any facts that might reasonably be expected to create a prohibited conflict of interest. If PROVIDER becomes aware of such facts, it shall immediately make full written disclosure of such facts to Town Contract Administrator.



If it is determined that a prohibited conflict of interest exists, that shall be grounds for Termination for PROVIDER's Default. If this Agreement is so terminated, PROVIDER shall promptly return to TOWN all payments it has received under this Agreement.

### **13.8 Fundraising Activities**

PROVIDER shall provide Town Contract Administrator with thirty day advance written notice of its intention to raise funds through public solicitation within the Town of Nantucket. Such notice shall contain the total amount sought and the intended use of the funds. PROVIDER shall inform Town Contract Administrator of the amount of funds realized from any such solicitation.

### **13.9 Grant and Other Funding Applications**

PROVIDER shall provide Town Contract Administrator with thirty day advance written notice of any Grant or other funding applications it submits to public agencies or private third parties. Such notice shall contain the total amount applied for and the intended use of the funds. PROVIDER shall promptly inform Town Contract Administrator of any amounts received through such applications

### **13.10 Qualified Personnel and Necessary Licenses**

PROVIDER represents and warrants that all personnel performing services hereunder are duly qualified to perform services in a professional manner. PROVIDER shall maintain on behalf of itself and shall assure that all personnel performing services under this Grant Agreement maintain all professional accreditations, licenses and permits required by law for performance of services hereunder.

### **13.11 Provider Information**

Exhibit J to this Grant Agreement is a list of PROVIDER'S current Officers, Directors, Employees and Consultants providing services under this Grant Agreement and its Bylaws. PROVIDER shall promptly provide to Town Contract Administrator of any change to the information provided in Exhibit J.

### **13.12 Notices**

All Notices required or permitted to be given under this Grant Agreement shall be in writing. If Notice is to TOWN, it shall be given to Town Contract Administrator as identified in Paragraph 5 of this Grant Agreement. If Notice is to PROVIDER, it shall be given to Provider Contract Manager identified in Exhibit E, Contact Information for Provider Contract Manager.

### **13.13 Governing Law**

This Grant Agreement is governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement the day and year first written above.

PROVIDER

BY: \_\_\_\_\_

TOWN OF NANTUCKET  
By its BOARD OF SELECTMEN

By: \_\_\_\_\_  
C. Elizabeth Gibson  
Town Manager

Approval as to Funds Available:

By: \_\_\_\_\_  
Town Finance Director or Designee

EXHIBIT A  
STATEMENT OF WORK

**EXHIBIT A**  
**STATEMENT OF WORK**  
**FAMILY & CHILDREN'S SERVICE OF NANTUCKET COUNTY, INC.**  
**FISCAL YEAR 2017**

1. CRC funding will specifically support:
  - a. Access to health care, support and education for disease prevention and management, mental health, domestic violence prevention and victim support, those with developmental challenges, and substance abuse prevention and treatment.
  - b. Management Audit.
  - c. Harm Reduction program as previously administered by ACCESS Nantucket.
2. Description of Services:
  - a. **Outpatient Mental Health and Substance Abuse Therapy:** Therapy for individuals and groups of all ages that provides treatment for depression, bipolar, trauma, anxiety, eating disorders, addiction, suicidal tendencies, psychosis, grief and other mental health or substance related co-diagnosis.
  - b. **Community Based Therapy:** Therapeutic services provided in the community, school and home for a child and their family to improve the child's emotional, behavioral, and psychological needs.
  - c. **Psychological Testing:** Range of psychological, diagnostic, psycho-educational, and neuropsychological testing and assessment for all age groups.
  - d. **Psychopharmacology:** Provide a psychiatrist who is able to provide clinical and medical assessment as well as provide medication management for clients.
  - e. **Court Ordered Treatment:** Administer court assessment and recommendation made such as Driver Alcohol Education and Second Offender Program related treatment.
  - f. **Nantucket Family Resource Center:** Provides a drop-in center for individuals to connect, have help accessing care and provide education to help families for free.
  - g. **Community Support Providers:** Therapy in the community for adults (18+years of age) to help them connect to care which can include medication compliance, driving to doctors or therapy appointments and promoting or providing support for the individuals' goals.
  - h. **Harm Reduction Program:** Provide a spectrum of strategies from safer use, managed use, to abstinence or the place where the user is currently at. Addressing the conditions of the use along with the use itself. Provides interventions and policies designed to serve drug users specific individual use.

3. It is recommended that a representative from FCSN will attend all educational seminars or workshops sponsored by the Council for Human Services.
4. FCSN will submit quarterly requests for payment and quarterly progress reports utilizing the attached request for payment and quarterly report forms. Quarterly progress reports may be required to also include quarterly budget reports. Quarterly progress reports shall also include quarterly budget reports, with each required quarterly invoice, that includes a balance sheet, profit and loss, including comparison of budget to actual for revenue and expenditures with a discussion on any significant deviation from the budget.
5. FCSN will attach a 2017 annual budget projection and a breakdown of all program staff positions and salary rates.
6. The Town of Nantucket will pay up to \$120,000.00 to Family & Children's Service of Nantucket County, Inc.'s operating budget during FY2017. This funding will be expended as follows:
  - a. Provide the Harm Reduction program previously administered by ACCESS Nantucket (along with the current free services provided to the community through the Family Resource Center): \$20,000.00
  - b. Have a Management Audit conducted
  - c. Direct care services for those individuals that are uninsured (those provided services to that do not have any form of insurance).



**Town of Nantucket**  
**REQUEST FOR PROPOSAL**  
**HUMAN SERVICES**  
**FY2017**  
**APPLICATION SUMMARY SHEET**

**Services Proposed:** Access to health care and disease prevention and management, mental health care (this includes both direct services and enrollment in insurance and other programs which provide access including education programs that foster self-sufficiency). Domestic violence prevention and victim support and education. Substance abuse prevention and education and treatment. Support and education for families with developmental challenges.

**Amount Requested:** \$120,000

**Agency:** Family & Children's Service of Nantucket County, Inc

**Non-Profit Tax ID:** 04-2308993

**Years in Existence:** 51 years

**Office Location:** 20 Vesper Lane, L-1 Gouin Village, Nantucket, MA 02554

**Hours of Operation:** Monday to Friday, 9AM to 5PM

**Program Director:** Tessandra de Alberdi Pearson, MS, CRC, LMHC, Executive Director  
tpearson@fcsnantucket.org



**Board President:** Amanda Congdon

**Contact Person:** Renée Roberts, Director, Foundation Relations  
[rroberts@fcsnantucket.org](mailto:rroberts@fcsnantucket.org)

## **1. Applicant Information**

**Name of Human Service Organization:** Family & Children's Service of Nantucket County, Inc. (FCSN)

**Address:** 20 Vesper Lane, L-1 Gouin Village, Nantucket, MA 02554

**Phone:** 508.228.2689

**Web site:** [www.nantucketfamilyservices.org](http://www.nantucketfamilyservices.org)

**Contact person:** Renée Roberts, Director, Foundation Relations, [rroberts@fcsnantucket.org](mailto:rroberts@fcsnantucket.org),  
508.228.2689

**Federal Tax Identification Number:** 04-2308993

## **2. Statement of Services you intend to provide**

FAMILY & CHILDREN'S SERVICE OF NANTUCKET COUNTY, INC (FCSN) is the only licensed private not-for-profit mental health and substance abuse agency on the island since 1962. For more than fifty years, the agency has provided affordable treatment to those that need it the most. The agency has twenty-six staff and has been covering a big need within Nantucket serving about 22,690 direct client hours annually and over 480 clients. While there are private therapists on-island, FCSN is exclusively the only provider for those with no insurance, under-insured, MassHealth insurance, as well as our immigrant population speaking French, Spanish and Portuguese. The agency believes that the goal is to be a viable, healthy, and sustainable part of the community by offering services to help others become those themselves.



Services include:

Outpatient Mental Health and Substance Abuse Therapy:

Therapy for children, adolescents, adults, families, couples, group and elderly adults, including treatment for depression, bipolar, trauma, anxiety disorders, eating disorders, significant addiction, suicidal thoughts, psychosis, and grief.

Community-Based Therapy:

Therapeutic services provided in the community, school, and home for a child and their family to improve the child's emotional, behavioral, and psychological needs. Three key competencies are: master's-level therapeutic support with In-Home Therapy (IHT); bachelor's level training and teaching support (TTS) and Therapeutic Monitoring (TM). The team approach is flexible in meeting the family's needs and strengths based in offering support.

Psychological Testing:

There are a wide range of psychological, diagnostic, psycho-educational, and neuropsychological testing and assessment for all age groups that will help foster educational supports for youth and recommendations for adults.

Psychopharmacology:

The psychiatrist provides medication management for children, adults and geriatrics. Clinical and medical assessment is pivotal for co-occurring physical and emotional concerns. Our psychiatrists can work collaboratively with individuals to improve symptoms and well-being.

Court-Ordered Treatment:





Driver Alcohol Education (DAE) for first DUI offenders and long-term treatment for Second Offender Program (SOA). Additional court assessments and recommendations are administered.

Nantucket Family Resource Center:

Drop-in center for individuals to connect, have help accessing care, and provide education to help families. Key services are school and court liaison to help youth stay adherent to treatment, parenting groups, and youth clinical assessment and referral to treatment. All listed services at the center are free.

Community Support Providers:

Therapy in the community for adults (18+ years old) to help them connect to care, including ensuring medication compliance, driving to doctors and therapy appointments and promoting the individual's goals in a healthy and advocating way.

### **3. Statement of Cost**

Family & Children's Service of Nantucket County, Inc. (FCSN) is one of the oldest private non-profits which is licensed by the Massachusetts Department of Public Health. For the last fifty-three years, the agency has continued to come up against financial hardships. This has been for several major reasons: community demands continue to grow, insurance reimbursements continue to decline, and prior ineffective fiscal tracking did not account for free service losses. Through changes in leadership and improved fiscal management over the last eight months FCSN has implemented an updated billing system and has provided computers for each staff member. In addition, FCSN just received grants to cover the purchase and implementation of an Electronic Medical Records system, which will vastly improve the accuracy of all client transactions, reporting, and insurance billing. With these changes FCSN has significantly cut the deficit and will continue to do so.



While finances continue to improve, the agency still is providing services that run at a cost to the agency. Without financial assistance, FCSN will have to choose to stop providing the vital life-saving services the community needs. The agency is applying to the Human Service funding from the Town of Nantucket to specifically support services for individuals who have limited or no ability to pay for services such as mental health or/and substance abuse individual or group psychotherapy, psychological testing, and psychopharmacological management. These funds will apply to those who have no insurance, are underinsured or unable to pay for services.

It should be noted that all individuals requesting services at FCSN are required to apply for health insurance to ensure compliance with the State. This is an active referral through the agency to advocate and connect clients to care. Unfortunately this process to obtain coverage often takes weeks to months to complete. This is where the Town funds become indispensable. There are also some circumstances in which an individual has insurance and needs to access sliding-fee services to seek immediate treatment; or clients may only qualify for a minimum (basic) insurance which does not cover mental health and substance abuse services. Other individuals may only have catastrophic insurance and are unable to pay thousands of dollars towards a deductible before insurance covers services. In these examples, the Town funds are instrumental in providing services at that time to individuals who need it the most.

“Harm reduction” incorporates a spectrum of strategies from safer use, to managed use to abstinence to meet drug users “where they’re at,” addressing conditions of use along with the use itself. Because harm reduction demands that interventions and policies designed to serve drug users reflect specific individual and community needs. Please note that harm reduction services are offered to the community for free through the Family Resource Center.



Services will be charged according to the sliding fee scale as approved by the Commonwealth of Massachusetts. In this way, FCSN can accurately apply Town funds to individuals that are most significantly in need. For these individuals, FCSN estimates they will have 6756 contact hours of service, for a total cost of \$119,783.

#### **4. Statement of Need**

FCSN meets the Level Two and Other Fundamental Needs of the Nantucket Community by providing access to health care and disease prevention and management, mental health care (including direct services and enrollment in insurance and other programs which provide access, including education programs that foster self-sufficiency. It specifically engages in domestic violence prevention and victim support and education; substance abuse prevention and education and treatment; support and education for persons and families with developmental challenges and provides child care for its Nantucket Family Resource Center programs. It also provides referrals covering basic necessities and fundamental needs. The agency is small -- twenty-six staff -- and is covering a big need serving around 23,300 visits annually within the community. While there are private therapists on-island, FCSN is the exclusive provider for those with no insurance, under-insured, MassHealth insurance, as well as, our immigrant population speaking French, Spanish, and Portuguese.

FCSN provides outpatient mental health and/or substance abuse therapy to children, adolescents, adults, families, couples and elderly adults. Individuals who walk through the agency doors are battling depression, trauma, physical abuse, significant addiction, suicidal thoughts, psychosis, or grief to name just a few. For medication management, FCSN offers the only psychiatry services on-island for children. The Medical Director is the only psychiatrist on Nantucket who is employed to provide adult medication management to those who financially could not be seen otherwise. The agency believes that the goal is to be a viable, healthy, and sustainable part of the community by offering services to help others become their best selves.



The needs on Nantucket have grown significantly. Without FCSN this documented need would go unmet; without funding from the Nantucket CRC, FCSN would be unable to meet this need.

	2014	2015
Number of Visits	16,400	22,690
Clients in Service	200 estimated	480
Significant Crises	142	288
Waitlist	0	42
Total Staff	16	26

## 5. Statement of Cost Effectiveness

All other substance abuse and mental health services will be charged according to the sliding fee scale approved by the Commonwealth of Massachusetts. This ensures that FCSN accurately applies town funds to individuals that are in most significant need. Clinical services will be charged at a rate of \$18.76 per contract hour to the Town. FCSN estimates the ~10,224 contract hours of service for fiscal year 2016 would have a deficit \$191,802.24 for covering clinical costs (excluding current ask). If outside funding materialized for FCSN, the Town funds would not be accessed as this will be a reimbursable billing system.

## 6. Statement of Goals

The goal of the organization at its inception and since has been to provide an emotionally safe and healthy place where children, families and individuals are able reflect on ones choices and be provided with support to make positive changes in their lives. We will gather outcome goal data through our new AdvancedMD Electronic Records management system and client satisfaction surveys.

## 7. Statement of Previous Results

[Sessions Recorded with Individuals in FYR 15\\*\\*\\*\(07/09/2014-7/08/2015\)](#)



SERVICE	PRIVATE INSURANCE	MASS HEALTH	SELF PAY/ SLIDING	TOTAL DIRECT CONTACT HOURS
Individual Mental Health and Substance Abuse Therapy	639	1685	626	2950
DAE court-ordered			484	968
Group Therapy (# client's sessions)	60	203	91	532.5
Psychiatry: Children and Adult	305	393	158	856
Children's Behavioral Health Initiative (CBHI: In-Home Therapy, Therapeutic Mentor, Training, Teaching and Support, Community Support Provider)		17,877		4,469.25
				22,521 (encounters prior to crisis)
Emergency Response (ESP/MCI)	65	127	96	2,226
<b>SUBTOTAL SESSIONS</b>	1,022	20,285	1,398.5	22,705.5(encounters)
			<b>TOTAL</b>	10,150.25 (hours)

Town of Nantucket = \$ 9.85 per service hour (excluding crisis hours)

#### 8. Description of any use of Volunteers in providing proposed services.

Volunteers are not utilized due to confidentiality.

#### 9. Statement of Involvement with Healthy Communities Collaborative



The Executive Director will continue to be a representative from FCSN and attend all educational seminars or workshops sponsored by the Council for Human Services. Leadership will also be invested in the Healthy Communities Collaborative and creating partnerships between A Safe Place, Access Nantucket, Autism Speaks, and Nantucket Cottage Hospital. There is also a supportive and growing partnership with the Alliance of Substance Abuse Prevention (ASAP) for which FCSN has been the fiscal agent for the last five years. The Executive Director is on the steering committee of the Healthy Community Collaborative, Co-Chair of the Behavioral Health Task Force and Chair of the Post-Traumatic Stress Management Team.

#### **10. Statement of Willingness to Accept Standard Terms and Conditions**

FCSN accepts the Standard Terms and Conditions of this grant from the Town of Nantucket. The agency will agree to submit requests for payment and quarterly progress notes utilizing the attached request for payment and quarterly report forms. In addition FCSN will attach the most recent 2015 annual budget projection and a breakdown of all program staff positions and salary rates.

The request is that the Town of Nantucket pays **\$120,000.00** to Family & Children's Service of Nantucket County, Inc (FCSN) towards operating budgetary costs to provide services for those underinsured as described above. Funds would be applied for after three months of free service and be reimbursed towards the cost of services.

#### **11. Current Mission Statement of the organization.**

FAMILY & CHILDREN'S SERVICE OF NANTUCKET COUNTY, INC (FCSN) is the only licensed Mental Health and Substance Abuse Clinic on Nantucket Island and is a private 501(C)3 non-profit whose mission statement is: "Comprehensive, integrated and compassionate counseling services that foster the well-being of our community. Helping you become your best you."



**12. Executed Certificate of Non-collusion and Tax Compliance Documents (see attached)**

**13. Copy of IRS tax exemption (see attached)**

**14. Statement of any pending or threatened Litigation and any litigation closed within the past 5 years; confidential information. To be discussed in person per legal stipulations.**

**15. Attachments for proposers seeking \$25,000 or more:**

**15a. List fundraising activities accomplished or anticipated in FY15 and FY16 and amounts raised or anticipated to be raised.**

<b>Name/Date</b>	<b>Activity</b>	<b>Amount Raised</b>
<b>Department of Public Health Suicide prevention 2014</b>	<b>State grant</b>	<b>\$83,400</b>
<b>Tower Foundation 2014 Behavioral Health Task Force</b>	<b>Foundation grant</b>	<b>\$75,260</b>
<b>Community Foundation for Nantucket 12/05/2014 Electronic Medical Records</b>	<b>Foundation grant</b>	<b>\$8,000</b>
<b>Tower Foundation 4/28/15 LADC Certification</b>	<b>Foundation grant</b>	<b>\$10,000</b>
<b>Miacomet Golf Classic 10/15</b>	<b>Fundraiser</b>	<b>\$15,000~</b>
<b>“2014 Society” 12/15</b>	<b>Cocktail Party</b>	<b>\$34,238</b>
<b>Nantucket Bike Event 6/16</b>	<b>Fundraiser</b>	<b>\$40,000~</b>
<b>Annual Appeal 11/16</b>	<b>Fundraiser</b>	<b>\$10,000</b>

**15b. Other grants and funds received or seeking for FY17.**

<b>GRANTS</b>	<b>INTENT</b>	<b>AMOUNT</b>	<b>STATUS</b>	<b>Grant Award Date Due</b>
Tower Foundation	Grants practice	6,000	Awarded	07/09/2015



Tower Foundation	Grants practice	30,000	In process	12/01/2015
Weezie Foundation	Electronic medical records system	70,000	\$35,000 with \$35,000 match from private benefactor, in process	09/12/2015
Community Foundation for Nantucket	Therapeutic sensory room	15,000	In process	10/06/2015
William Froelich Foundation	Psychiatric services for adults and children	5,000	In process	Rolling notification, date unknown
Tupancy-Harris Foundation of 1986	General operating expenses	85,000	In process	Rolling notification, date unknown
Nantucket Island Resort	Event underwriter	2,500	To be determined	To be determined
United Way	Adult and child psychiatry	25,000	Planned	2016
Cape Cod Five	Eliminate waiting list child psychiatry	15,000	In process	December, 2015
Bank of America	Adult and child psychiatry	25,000	Planned	July-August, 2016
Yawkey Foundation	Outdoor therapeutic play area	25,000	Planned	March, 2016
Blue Hills Bank Foundation	Sensory room	10,000	In process	November 1, 2015
Town of Nantucket	Uninsured/underinsured/not insured services	120,000	In process	10/28/2015
		<b>433,500</b>	<b>TOTAL RECEIVED TO DATE:</b>	<b>6,000</b>

**15c. Most Recent Audited Financial Statement (see attached)**





**15d. List of currently sitting officers and directors and Board meeting schedule:**

Charles Walters, Treasurer	carulus38@hotmail.com	Nantucket, MA 02554	508-228.5343
Greg Hinson, MD, Director Clinical Development	info@akcdoc@aol.com	36 Meadow View Dr, Nantucket MA 02554	339-236-5166
Amy Ravitz, Director Marketing & Public Relations	Runninggirl1693@aol.com	2 Greglan Ave, PMB 453 Nantucket, MA 02554	617-435-2164
Sheri Perelman, Director Fundraising Private Yoga Practitioner	Sheri.perelman@gmail.com	PO Box 986 Nantucket, MA 02554	508-221-7460
Emily Miller, Director Board Development Executive Director, Nantucket Lighthouse School	emily@ackisland.com	83 Tom Nevers Road Nantucket, MA 02554	508-680-4441
Tessandra de Alberdi Pearson Director Executive Director, Family & Children's Services of Nantucket	tpearson@fcsnantucket.org	43-A Macy's Lane Nantucket, MA 02554	508-228-2689 (o) 910-262-5990 (c)

**Board Meeting Dates 2015-2016:**

June 17  
 July 16  
 August 20  
 September 17  
 October 23  
 November 20 & 21 (Board Retreat)  
 December 17  
 January 21  
 February 18  
 March 18  
 May 21  
 October 23  
 November 20 & 21 (Board Retreat)



May 24, 2016

Dear Contract Review Committee for the Town of Nantucket,

We have two concerns regarding the FY2017 Grant Agreement given us by the CRC.

**A. The Management Audit.**

Our agency has been asked to spend up to \$50,000 of the FY2017 Grant from Town of Nantucket (TON) on a management audit. Yet, the details of such an audit have not been defined.

In the document dated February 9, 2016 from the Contract Review Committee (CRC) to TON, the committee recommended a grant of \$100,000 with a footnote that stated:

*“CRC recommends \$100,000 to Family & Children’s Services, \$50,000 of which would be used for individual mental health and...the additional \$50,000 restricted, to go towards a management audit. Any remaining funds, after the audit, would go back into therapy. The CRC recognizes the significant efforts made by FCSN over the last two years to strengthen their financial stability. The CRC also recognizes the role FCSN has...in Mental Health and Substance abuse treatment in our Community. It is with this understanding and appreciation of the impact both of these diseases have had in our community that The CRC has made this recommendation. The FCSN financial stability, not only now but five to ten years from now, is vital to the FCSN existence.”*

In an article in the March 10, 2016 edition of the Inquirer & Mirror entitled “Financial stability at heart of F&CS clash with town,” we learned that the CRC had recommended that the \$50,000 should be “earmarked for a business audit, to *address the town’s concerns*” (emphasis added). Later in the article, a member of the CRC was quoted as saying “I think the tasks assigned to Tess [FCSN Executive Director, Tess Pearson] are too large for any one individual.”

The final contract for FY2017 mentions a management audit in two places only, in Exhibit A. It says that “CRC funding will specifically support...[a] Management Audit.” And it later says that the funding from this TON grant “...will be expended as follows...[to] Have a Management Audit Conducted.”

Our agency has not received any further communication about “*the town’s concerns*” or how the TON and CRC would like this audit to address them. It is our guess, based on the information from the above sources, that this audit should analyze and address the competencies and



capabilities of the agency's management team and structure, in order to evaluate the organization's long-term financial viability. Still, we believe there are several important questions that need to be addressed before we arrange for such an audit, to ensure that all parties are satisfied with the requirement and outcome, especially since we know of no precedence for TON requesting such an audit of a private not-for-profit agency, or even requiring the same of town departments.

1. Will TON and/or CRC set forth specific guidelines we should follow in choosing an auditor? For example, does the auditor need to be independent of the agency and TON? ***Unless the Board of Selectmen sets this forth more specifically, I think the idea is that F&CS chooses an outside auditor/firm with experience in conducting management audits.***
2. Will TON (specifically the BOS) approve the auditor that is chosen by the agency prior to a contract with the auditor being signed? ***As far as I know, the Board does not intend to do that, no***
3. Will TON (BOS, Town Manager or CRC) offer formal guidance to either the auditor or FCSN as to the specific scope and/or content of the audit, in order to best "address the town's concerns"? ***It would probably be a good idea for the auditor to interview Town officials, including members of the Board of Selectmen, Finance Director, members of the CRC as part of the scope of work***
4. Will TON and CRC guarantee that the contents of the audit—in as much as it might affect the agency's fundraising efforts and future financial stability and contain confidential information about the performance of FCSN employees—be sealed and not made public, except at the discretion of FCSN? ***To the extent that the document would be exempt from the public records law, the Town would retain one copy of it and only those who need to have access to it for public policy making purposes would be able to review it (including, probably, members of the Board of Selectmen, Finance Director, Town Manager, Human Services Director, CRC members); however, that is not a guarantee because the determination of what is/is not a public record will be up to the state Division of Public Records*** Further, will TON and CRC inform FCSN of who the report should be delivered to, once completed, as well as a list of all town representatives and employees who will have access to the report? ***We could certainly let you know who has accessed it – to the extent that we know; and, again, to the extent that the final report is deemed exempt from the public records law***
5. Will TON and CRC be specific about the expectations as to the timing of the audit, whether it should be completed by a specific time in the upcoming fiscal year or just by the end of it? ***Speaking from an administrative point of view, I would propose that it be completed by November 1, 2016 – to give enough time for it to be reviewed by those in***



***public policy making positions prior to the FY 18 health and human services funding allocation recommendations***

6. Will TON and CRC guarantee payment for the audit in full when the service is supplied, as opposed to in quarterly installments? ***I don't generally like to "guarantee" things, but I don't see why this could not be done***

It is our hope that these questions can be formally answered and appended to the FY2017 Grant Agreement. ***I don't see the need to append this to the agreement***

**B. Reduction in Scope of Services to be Reimbursed.**

In the grant application to TON, Council for Human Services, FCSN requested \$120,000 to "...specifically support services for individuals who have limited or no ability to pay for services such as mental health or/and substance abuse individual or group psychotherapy, psychological testing, and psychopharmacological management. These funds will apply to those who have no insurance, are underinsured or unable to pay for services."

This is how this TON grant has been used historically, to cover via a sliding scale the costs of such services for those that are unable to afford them, whether they are uninsured or underinsured (e.g., high deductible insurance policy or a policy with limited behavioral health or substance abuse coverage).

However, after our grant application was received, and after voters at ATM voted for this grant to be once again awarded and to provide these services for those in need, the FY2017 agreement has new language that says that this funding "will be expended [for] direct care services for those individuals that are uninsured (those provided services to [sic] that do not have any form of insurance).

In voting for article 9 of the 2016 ATM Warrant, citizens voted for the Finance Committee Motion "...to expend to fund grants for the following health and human services, private not-for-profit agencies...[including FCSN]...provided that the Town Manager with the approval of the Board of Selectmen, execute grant agreements with the respective agencies for Fiscal Year 2017, which contracts shall stipulate *mutually agreed upon terms and conditions.*"

We feel that after this vote the language of the agreement should not be changed to limit the



number of people that will qualify for the assistance this grant will provide. Such a change is contrary to the history of this arrangement and to the will of Nantucket voters.

As such, we respectfully request that the language of Exhibit A, item 6c be changed to say “Direct care services for those individuals that are uninsured, underinsured or otherwise unable to pay for the services provided. ***This is a policy matter for the Board of Selectmen to determine when the contract goes before the Board. My understanding is that there is a difference of opinion between FCSN and the CRC about this; and, that there needs to be a way for the Town to understand how many people in each of the categories in your language have been served. Can that information be provided in the regular reports?***”

Please let me know how we best can proceed to collaboratively address these questions.

Sincerely,

Board and Management of Family & Children’s Service of Nantucket County, Inc.

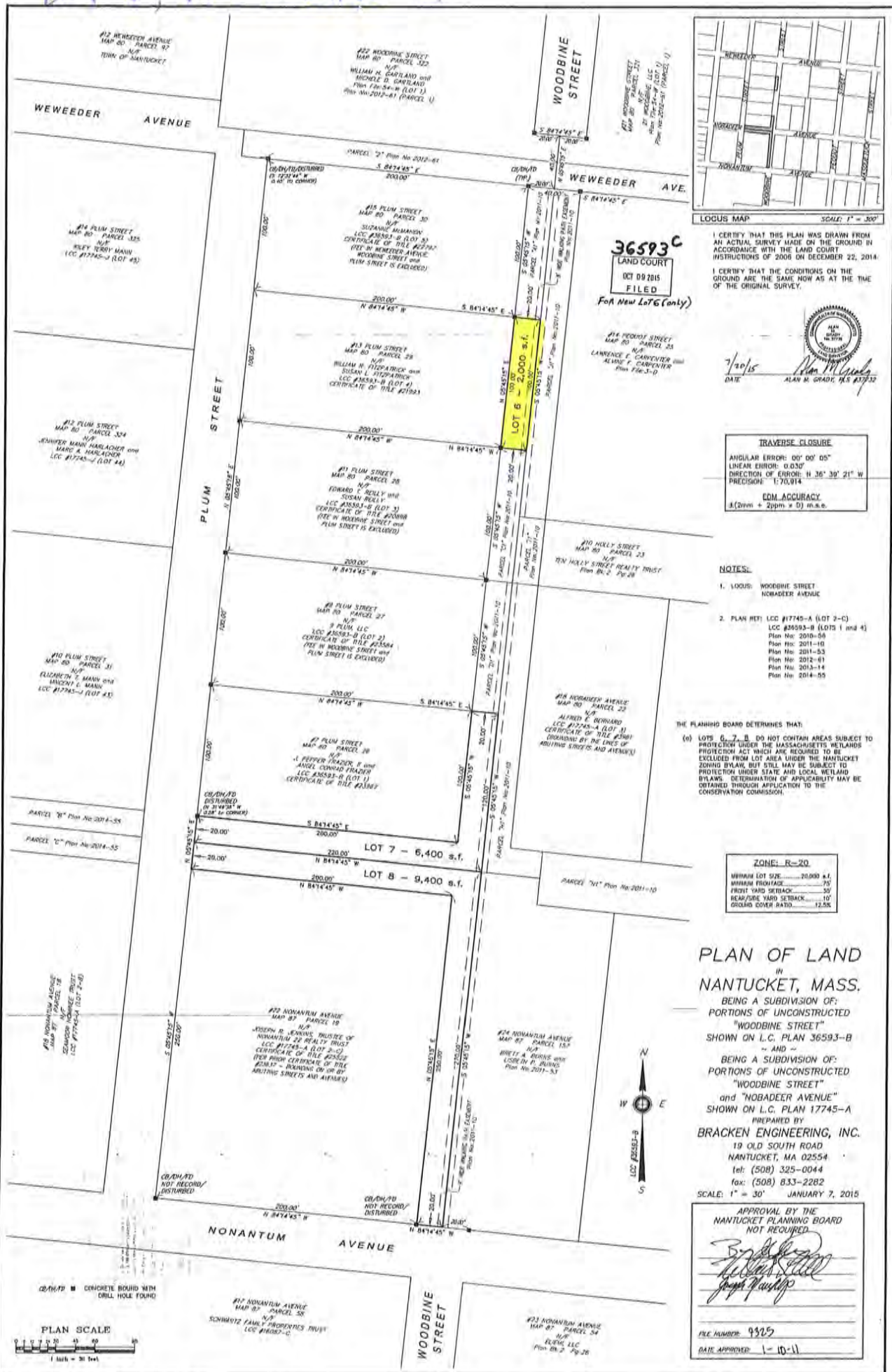
Real Estate Items - 7/20/2016

**CONSENT ITEMS**

<u>Parcel</u>	<u>Purchaser</u>	<u>Purchase Price</u>	<u>Town Meeting Vote</u>	<u>Plan No.</u>	<u>Attorney</u>
Lot 6, Woodbine Street	William R. & Susan L. Fitzpatrick	\$2,500	A77/2010 ATM	LC Plan No. 36593-C	John Brescher



Lot 6, Woodbine St



## **PURCHASE AND SALE AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

### **1. PARTIES AND MAILING ADDRESSES**

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and William R. Fitzpatrick and Susan L. Fitzpatrick of 56 Turner Way, Norwell, Massachusetts 02061 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

### **2. DESCRIPTION**

The premises is a certain parcel of land in Nantucket, Massachusetts shown as Lot 6, Woodbine Street, containing 2,000 square feet, more or less, (the "Premises" or "Property") shown on Land Court Plan No. 36593-C, prepared by Bracken Engineering, Inc., dated January 7, 2015, and filed with Land Registration Office (the "Plan"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

### **3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Intentionally Omitted (Vacant Land).

### **4. TITLE DEED**

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees



to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable;

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 13 Plum Street, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 29 for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property; and

(h) Said Premises is conveyed subject to an easement for a 4' wide walking path easement shown on said Plan.

## **5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

## **6. REGISTERED TITLE**

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

## **7. PURCHASE PRICE**

The agreed purchase price for said premises is Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), of which

\$ 125.00	was paid with the Proposal
\$ 2,375.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
<hr/> \$ 2,500.00	Total

## **8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 21st day of July, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

**9. POSSESSION AND CONDITION OF PREMISES**

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

**13. ACCEPTANCE OF DEED**

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

**14. USE OF MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

**15. INSURANCE**

Intentionally Omitted (Vacant Land).

**16. ADJUSTMENTS**

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES**

Intentionally Omitted.

**18. BROKER'S FEE**

Intentionally Omitted.

**19. BROKER'S WARRANTY**

Intentionally Omitted.

**20. DEPOSIT**

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

**22. RELEASE BY HUSBAND OR WIFE**

Intentionally Omitted.

**23. BROKER AS PARTY**

Intentionally Omitted.

**24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES**

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

**25. WARRANTIES AND REPRESENTATIONS**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

**26. MORTGAGE CONTINGENCY CLAUSE**

None.

**27. CONSTRUCTION OF AGREEMENT**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

## **28. TITLE STANDARDS AND CONVEYANCING PRACTICES**

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

## **29. NOTICES**

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Mr. and Mrs. William R. Fitzpatrick  
56 Turner Way  
Norwell, MA 02061

With a copy to:

Jessie M. Glidden, Esq.  
Glidden & Glidden, P.C.  
37 Centre Street  
P.O. Box 1079  
Nantucket, MA 02554  
(508) 228- 0771  
Facsimile: (508) 228- 6205

In the case of SELLER:

Town of Nantucket  
Town and County Building  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street, 12<sup>th</sup> Fl.  
Boston, MA 02110  
(617) 556-0007  
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

## **30. NO BROKER WARRANTY**

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

## **31. SELLER'S CONTINGENCY**

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the

premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

**32. VENUE**

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

**33. EXTENSION AUTHORITY**

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

**34. CLOSING DOCUMENTS**

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

**35. MERGER OF PREMISES**

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 13 Plum Street and shown on Town Assessor's Map 80 as Parcel 29 previously acquired by Grantee pursuant to Deed filed as Document No. 113942 noted on Certificate of Title No. 21993 filed with Nantucket Registry District of the Land Court (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or

conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry District of the Land Court.. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

### **36. CONDITION OF PREMISES**

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant

hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

**37. REPRESENTATION BY COUNSEL**

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

**38. ASSIGNMENT AND RECORDING OF AGREEMENT**

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

**39. SEVERABILITY**

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

**Signature Page to follow**



**SELLER:**  
TOWN OF NANTUCKET  
By its Board of Selectmen:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**ESCROW AGENT:**  
TOWN TREASURER

\_\_\_\_\_

**BUYER:**

By:

\_\_\_\_\_  
William R. Fitzpatrick

By:

\_\_\_\_\_  
Susan L. Fitzpatrick

558788v2 NANT 19712/0005

## QUITCLAIM DEED

### **Lot 6, Woodbine Street, Nantucket, Massachusetts**

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the “Grantor”), in consideration of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 77 voted upon at the 2010 Annual Town Meeting, a certified copy of which is attached hereto, grants to **William R. Fitzpatrick and Susan L. Fitzpatrick**, husband and wife as tenants by the entirety, of 56 Turner Way, Norwell, Massachusetts 02061 (the “Grantee”), with QUITCLAIM COVENANTS, a certain lot of land in Nantucket, Massachusetts shown as Lot 6, Woodbine Street, on Land Court Plan No. 36593-C prepared by Bracken Engineering, Inc., dated January 7, 2015, filed with Land Registration Office (the “Plan”). The premises hereby conveyed are a portion of Woodbine Street in Nantucket, Massachusetts and contain approximately 2,000 square feet of vacant land (the “Parcel”).

The Parcel is conveyed subject to a four foot (4’) wide walking path easement over the Walking Path shown on said Plan (the “Walking Path Easement”) reserved by the Grantor for the following purposes:

1. Public access only by foot or non-motorized transportation over the Walking Path, except for use of motorized wheelchairs or other mobility devices for the disabled or vehicles used in the construction, maintenance, repair, replacement or relocation of the Walking Path; and
2. The right to cut or trim trees, shrubbery or vegetation in order to construct and maintain the Walking Path and to re-surface the Walking Path with any materials in the Grantor’s sole discretion.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 13 Plum Street, in said Nantucket and shown on Town Assessor’s Map 80 as Parcel 29 previously acquired by Grantee pursuant to Deed noted on Certificate of Title No. 21993 as Document No. 113942 filed with Nantucket Registry District of the Land Court (collectively with the Parcel, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry District of the Land Court. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket

Code, prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Registry District of the Land Court.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated September 22, 2010 filed with said Registry District of the Land Court as Document No. 131791 and Order of the Land Court dated June 2, 2016 filed with said Registry District of the Land Court as Document No. 152068.

**[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]**

EXECUTED under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
James R. Kelly

\_\_\_\_\_  
Dawn E. Hill Holdgate

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Robert DeCosta

\_\_\_\_\_  
Matthew G. Fee

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared James R. Kelly, Dawn E. Hill Holdgate, Rick Atherton, Robert DeCosta and Matthew G. Fee as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## SETTLEMENT STATEMENT

Town of Nantucket ("Seller")  
William R. Fitzpatrick and Susan L. Fitzpatrick ("Buyer")  
Lot 6, Woodbine Street, Nantucket, MA (Property)  
July 21, 2016 (Closing Date)

**Purchase Price:** **\$ 2,500.00**

**Less:**

Deposit \$ 125.00

**Plus:**

Payment in Lieu of Tax Adjustment  
7/21/16-6/30/17 \$ 8.80

Reimbursement of Town's Legal Fees \$ 1,500.00

**Net Amount Due Seller:** **\$ 3,883.80**

**Checks:**

Town of Nantucket \$ 3,883.80

**BUYER:**

**SELLER: TOWN OF NANTUCKET  
BOARD OF SELECTMEN**

By: \_\_\_\_\_  
William R. Fitzpatrick

By: \_\_\_\_\_  
Susan L. Fitzpatrick

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**From:** [Fletcher Haigh](#)  
**To:** [Erika Mooney](#)  
**Subject:** Selectman's Meeting Agenda 7/20/16: Proposed Street Closing  
**Date:** Tuesday, July 12, 2016 2:31:35 PM

---

Hello Erika, Board of Selectmen, and whom it may concern.

I am writing on behalf of myself, Peter Fletcher Haigh Jr. and the homeowner, Christopher Sanguinetti, to seek permission to close a portion of Liberty Street in late July. I am asking for consideration of the Board of Selectmen regarding this subject at the July 20, 2016 meeting.

We have excavated for an addition to the residence at 20 Liberty Street in May and hit some scheduling setbacks. We have successfully poured the footings without the need for a street closing, but will not be able to pour the concrete walls without blocking the street for a couple of hours. The property is between Winter Street and Gardner Street, and this is the portion of road which will need to be closed for a morning in order for us to continue.

Once our foundation walls are poured, the site can be backfilled with on site material and the risk of undermining existing portions of foundation will disappear.

Additionally, we will be able to clean up the site in general and create more parking.

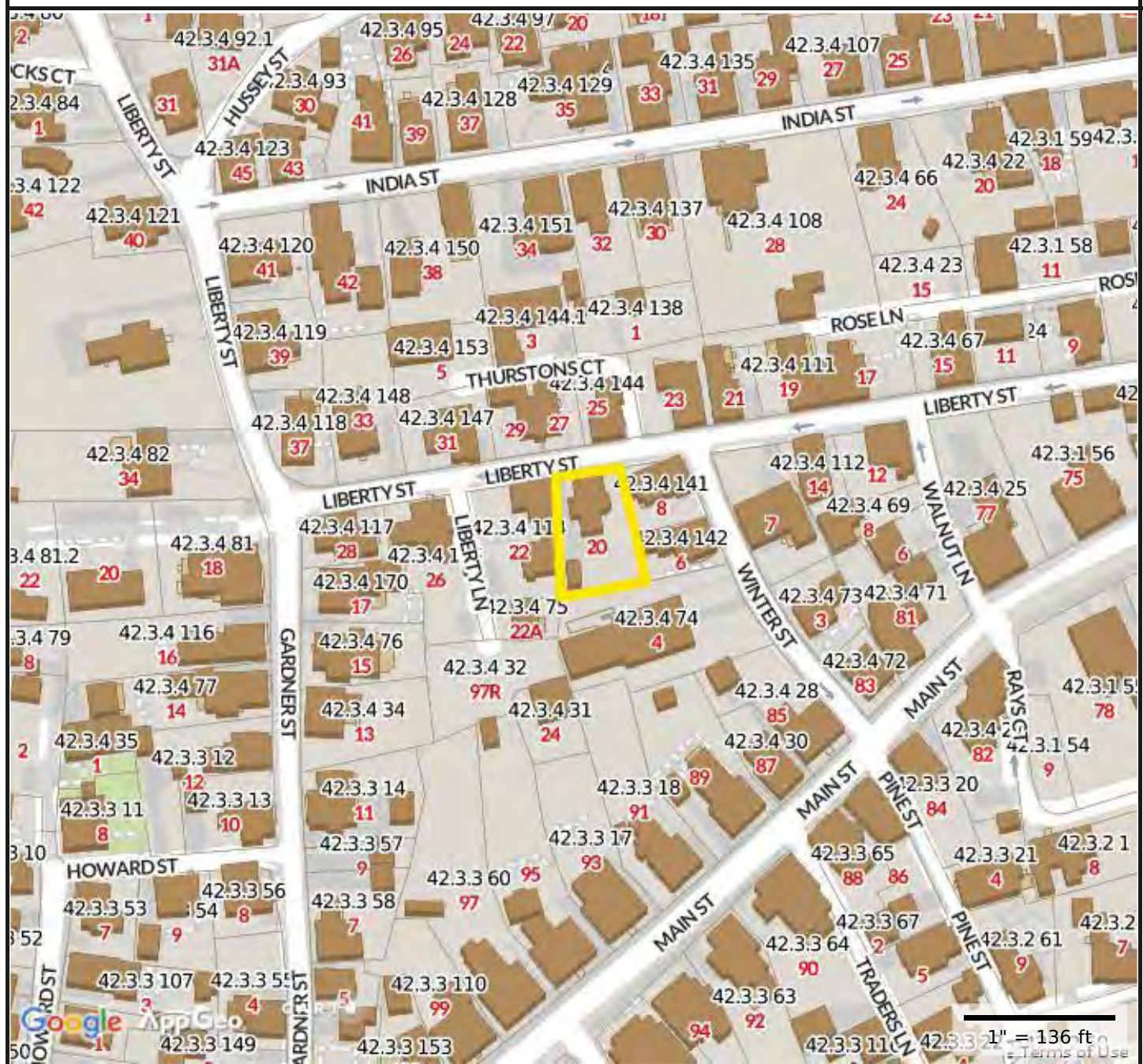
Dates for the road closing shall be at the Board's discretion, but we are prepared to move forward with the pour as soon as possible. Jerry Minihan is the masonry contractor, and Myles Reis will provide the concrete. The week of July 25 would be ideal. I plan on attending the meeting on July 20 to answer any questions and to address any concerns.

Thank you for your consideration.

Sincerely,

Peter Fletcher Haigh Jr.

Bladerunners Construction 508-901-1242



#### Property Information

**Property ID** 42.3.4 143  
**Location** 20 LIBERTY ST  
**Owner** SANQUINETTI CHRISTOPHER R



#### MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated December, 2014  
 Properties updated January, 2015

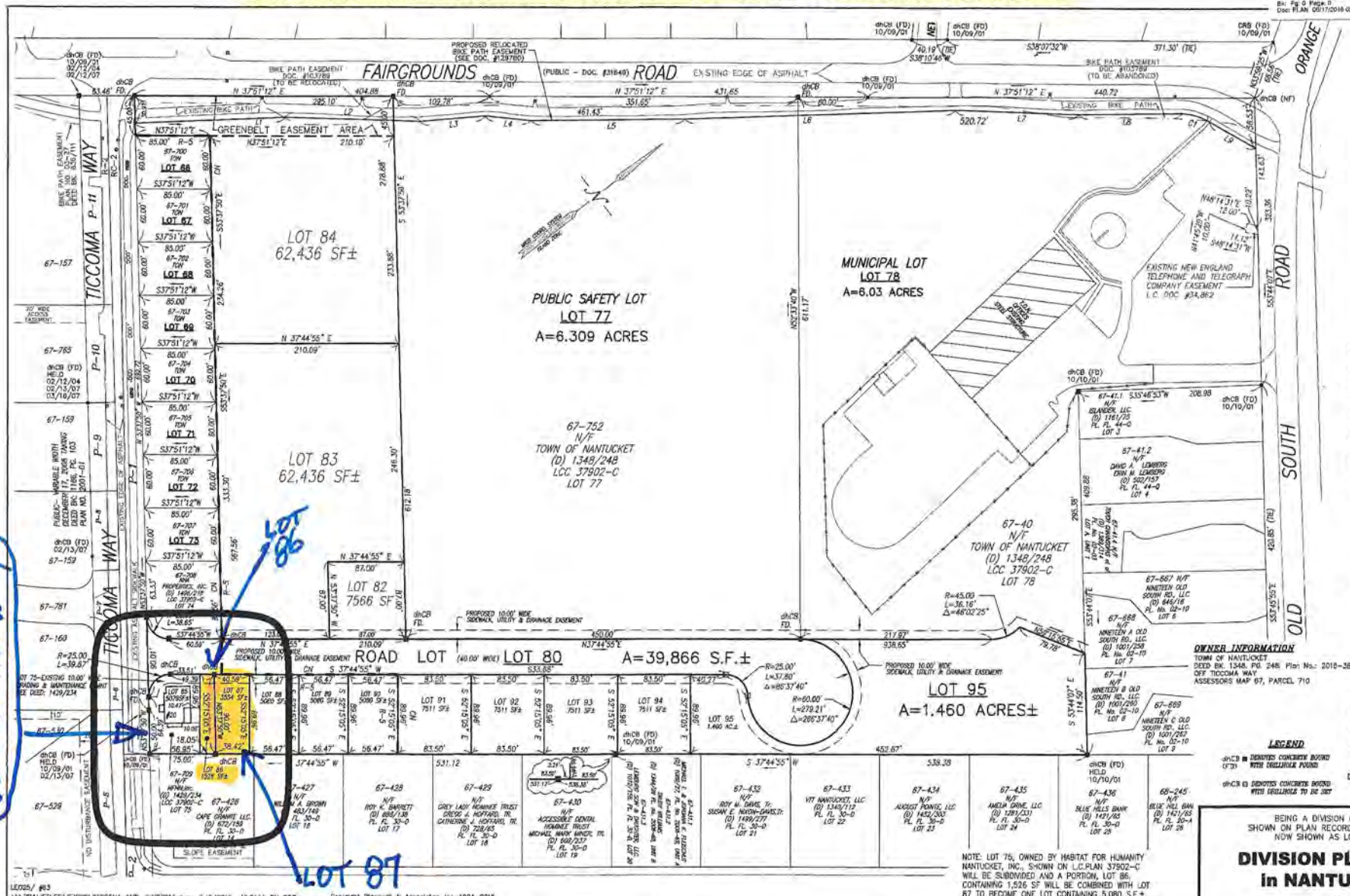
Real Estate Items - 5/25/2016

**CITIZEN/DEPARTMENTAL REQUESTS ITEMS**

<u>Parcel</u>	<u>Purchaser</u>	<u>Purchase Price</u>	<u>Town Meeting Vote</u>	<u>Plan No.</u>	<u>Attorney</u>
Lot 87, Unnamed Way off Ticcoma Way	Habitat for Humanity	\$1.00	A98/2009 ATM	2016-58	-



# HABITAT NANTUCKET REQUEST TO COMBINE LOTS 86 AND 87



NANTUCKET REGISTRY OF DEEDS

Date: June 17, 2016

Time: 2:06 PM

Plan No: 2016-58

Attorney: Gracie H. Jansma

Register:

SHEET 1 OF 1

RESERVED FOR REGISTRY USE

VICINITY MAP SCALE: 1" = 1600'

CURRENT ZONING CLASSIFICATION:  
Residential S (R-5)

MINIMUM LOT SIZE: 5000 S.F.  
MINIMUM FRONTAGE: 50 FT.  
FRONT YARD SETBACK: 10 FT.  
REAR/SIDE SETBACK: 5 FT./10 FT 1 SIDE  
GROUND COVER %: 40 %

CURRENT ZONING CLASSIFICATION:  
Commercial Neighborhood (CN)

MINIMUM LOT SIZE: 7500 S.F.  
MINIMUM FRONTAGE: 50 FT.  
FRONT YARD SETBACK: 10 FT.  
REAR/SIDE SETBACK: 10 FT./5 FT.  
GROUND COVER %: 40 %

PROPOSED BIKE PATH EASEMENT  
LINE & CURVE TABLE

LINE NO.	BEARING	DISTANCE
L1	N35°24'12"E	170.92'
L2	N38°33'21"E	153.84'
L3	N37°07'59"E	74.95'
L4	N43°15'58"E	53.10'
L5	N37°10'27"E	174.87'
L6	N35°50'28"E	307.97'
L7	N39°42'54"E	141.49'
L8	N37°07'13"E	117.69'
L9	N67°31'08"E	60.05'

CURVE NO. RADIUS ARC LENGTH  
C1 70.00 33.26'  
C2 65.14 30.00'  
C3 2710.37' 16.92'

**Nantucket Planning Board**  
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

DATE: 6/16/16

FILE NO.: 7984

**LEGEND**

shCB IN DENOTES CONCRETE BOUND (7'3") WITH COLLIERIAL POIN

shCB IN DENOTES CONCRETE BOUND WITH COLLIERIAL TO BE SET

DATE SIGNED: 6/16/16

FILE NO.: 7984

BEING A DIVISION OF LOTS 75, 79 & 81 SHOWN ON PLAN RECORDED AS PLAN NO.: 2016-38 NOW SHOWN AS LOTS: 82 THROUGH 95

**DIVISION PLAN OF LAND in NANTUCKET, MA.**

prepared for  
**TOWN OF NANTUCKET**

1"=50'  
JUNE 3, 2016  
GRAPHIC SCALE

CALC'D/DRWN: L. Association  
APPROVED: LA

**SHEET 1 OF 1 B-7808**

20 TICCOMA WAY

THE PLANNING BOARD DETERMINES THAT:

(b) LOTS 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Ad C. Blackwell 6/16/16  
PROFESSIONAL LAND SURVEYOR DATE

**BLACKWELL and ASSOCIATES, Inc.**  
Professional Land Surveyors  
20 TEASDALE CIRCLE  
NANTUCKET, MASS. 02554  
(508) 228-9026  
www.blackwellsurvey.com





June 29, 2016

Board of Selectmen  
James R. Kelly, Chairman  
Town of Nantucket  
16 Broad Street  
Nantucket, MA 02554

RE: Combination of Lots 86 and 87, Plan 2016-58

Dear Mr. Kelly:

Habitat Nantucket's mission is the building of decent, affordable homes for the Nantucket workforce community. We serve the segment of the community who make no more than 80% of the adjusted median income for Nantucket.

To date, Habitat Nantucket has completed six homes, with our seventh home – located at 20 Ticcoma Way --nearly complete. Our eighth home (the first of three in Sachem's Path) is scheduled for occupancy early in 2017.

This request relates to securing a building lot that Habitat would develop after Sachem's Path is complete, likely 2018-2019.

### **Background for Request**

In early 2014, the Town of Nantucket awarded Habitat Nantucket the 6,608 square foot lot at 20 Ticcoma Way. Alerted to the fact that a zoning change being proposed for the 2014 Town Meeting would allow 5,000 square foot lots in the area, Habitat sited its new construction at 20 Ticcoma to conform to a 5,000 square foot lot.

With the revised zoning now in place, Habitat intends to convey a 5,082 square foot lot to the new Habitat owner at the closing for 20 Ticcoma. The remaining portion of the original lot has been designated Lot #86 on Plan 2016-58, and consists of approximately 1,526 square feet.



Page Two  
Board of Selectmen  
June 29, 2016

**Request**

Habitat Nantucket respectfully requests the combination of Lot #86 with Lot #87 (both as shown on Plan 2016-58.) Lot #87 is currently owned by the Town of Nantucket and contains 3,554 square feet. When combined with Habitat's Lot #86, a new, 5000 square foot buildable lot would be formed. Habitat also requests that the Town deed the new lot to Habitat.

We believe that this action is consistent with the previous support of Habitat Nantucket demonstrated by the Board of Selectmen and the Town of Nantucket. Creating and obtaining another 5,000 square foot building lot will enable Habitat to continue its mission here on Nantucket and is a meaningful contribution to the Town's efforts to provide additional affordable housing.

We trust that the Board of Selectmen will look favorably on this request, and we stand ready to provide any additional information you may request.

Respectfully,



Louis R. Gennaro  
President

## **PURCHASE AND SALE AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

### **1. PARTIES AND MAILING ADDRESSES**

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Habitat for Humanity Nantucket, Inc. having an address of 2 Greglen Ave., PMB #54, Nantucket, Massachusetts 02554, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

### **2. DESCRIPTION**

The premises located on Unnamed Way, off Ticcoma Way, Nantucket, Massachusetts, contains 3,554 square feet, more or less, and is shown as Lot 87 on a plan entitled "Being a Division of Lots 75, 79 & 81 Shown on a Plan Recorded as Plan No. 2016-38 Now Shown as Lots 82 through 95, Division Plan of Land in Nantucket, MA, prepared for Town of Nantucket, " dated June 3, 2016, prepared by Blackwell and Associates, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2016-58(the "Plan"). For Grantor's title see Order of the Land Court dated September 20, 2012 and filed as Document No. 138530 with Nantucket Registry District of the Land Court, and recorded with said Deeds in Book 1348, Page 248.

### **3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Intentionally Omitted (Vacant Land).

### **4. TITLE DEED**

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;

(d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) An affordable housing restriction requiring the Premises to be used for affordable housing purposes in perpetuity and granting to Seller a right of entry as set forth in Paragraph 39 below; and

(g) Reservation by Seller of 10' wide perpetual easement for sidewalk, utility grading and drainage over easement area on the westerly boundary of the Premises.

**5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

**6. REGISTERED TITLE**

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

**7. PURCHASE PRICE**

The agreed purchase price for said premises is One Dollar (\$1.00) to be paid at the time of the delivery of the Deed.

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 21st day of July, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

**9. POSSESSION AND CONDITION OF PREMISES**

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days provided, however, that BUYER'S financing terms continue through and including such extended date or can be extended at no additional cost or expense to the BUYER, upon terms no less favorable to the BUYER. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

**13. ACCEPTANCE OF DEED**

The acceptance and recording of a deed by the BUYER as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

**14. USE OF MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

**15. INSURANCE**

Intentionally Omitted (Vacant Land).

**16. ADJUSTMENTS**

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, Section 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES**

Intentionally Omitted.

**18. BROKER'S FEE**

Intentionally Omitted.

**19. BROKER'S WARRANTY**

Intentionally Omitted.

**20. DEPOSIT**

Intentionally Omitted

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

**22. RELEASE BY HUSBAND OR WIFE**

Intentionally Omitted.

**23. BROKER AS PARTY**

Intentionally Omitted.

**24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES**

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

**25. WARRANTIES AND REPRESENTATIONS**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER'S agents have

made no warranties or representations, express or implied, and BUYER is purchasing the premises "AS IS" and without inspection.

**26. CONSTRUCTION OF AGREEMENT**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

**27. TITLE STANDARDS AND CONVEYANCING PRACTICES**

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

**28. NOTICES**

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Habitat for Humanity Nantucket, Inc.  
2 Greglen Ave., PMB #54  
Nantucket, MA 02554

In the case of SELLER:

Town of Nantucket  
Town and County Building  
16 Broad Street  
Nantucket, MA 02554

With a copy to:

With a copy to:

Vicki S. Marsh, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street, 12<sup>th</sup> Fl.  
Boston, MA 02110  
(617) 556-0007  
Facsimile: (617) 654-1735  
vmars@k-plaw.com



and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

**29. NO BROKER WARRANTY**

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

**30. SELLER'S CONTINGENCY**

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

**31. VENUE**

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

**32. EXTENSION AUTHORITY**

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile or electronic mail for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

**33. CLOSING DOCUMENTS**

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for Seller in the preparation of the Deed and its legal costs for closing.

**34. CONDITION OF PREMISES**

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER'S financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER'S agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER'S agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER'S agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other examination of any portion of the Premises, then such access shall be solely at the BUYER'S risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER'S and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

**35. REPRESENTATION BY COUNSEL**

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

**36. ASSIGNMENT AND RECORDING OF AGREEMENT**

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER'S prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER'S prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

**37. SEVERABILITY**

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

**38. MERGER OF PREMISES**

BUYER shall consolidate the Premises with the BUYER's existing abutting lot shown as Lot 86, on Unnamed Way on said Plan containing 1,526 square feet, more or less. This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A (8) and, filing a new perimeter plan with the Nantucket Planning Board.

BUYER warrants that the Premises shall not be used as a separate buildable lot or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement, if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the Lot is subject to the restriction that said Premises shall be used for residential purposes only, and shall be combined with and considered as one lot with the abutting property at Lot 86, Unnamed Way previously acquired by Grantee pursuant to the Deed recorded with Nantucket County Registry of Deeds in Book 1429, Page 234 (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided, or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds. Accordingly, the Premises hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Premises to the Grantor, if within twenty-four months of the Date of the Deed, the Premises has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds."

This restriction shall be enforceable for a term of 99 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restriction contained herein shall be enforceable for a term of 99 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request. The provisions of this Section 38 shall survive the delivery of the deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land to enforce these covenants.

### **39. AFFORDABLE HOUSING RESTRICTION**

SELLER shall convey the Premises to BUYER subject to an affordable housing restriction which shall be recorded with the Deed. The Combined Premises as defined in Paragraph 38 above,, shall be used in perpetuity for housing for no more than three single-family units for each household earning no more than eighty percent (80%) of the area median income for the Town of Nantucket, as defined by the United States Department of Housing and Urban Development ("HUD"), adjusted for household size (the "Eligible Purchaser"), and BUYER shall sell each of the Units constructed on the Combined Premises to an Eligible Purchaser. BUYER shall Deed the Units to any future Buyer with a Deed Rider, enforceable by SELLER in perpetuity, free of liens and encumbrances, meeting the requirements of G.L. c. 184, Sections 31 and 32, and in form and

substance acceptable to SELLER. The resale and other restrictions contained in said Deed Rider shall also be deemed to be an "other restriction" held by a governmental body, as that term is used in G.L. c. 184, Section 26 such that restrictions contained therein shall be enforceable for its full term and not be limited in duration by any contrary rule or operation of law, and in any event shall be enforceable for at least ninety-nine (99) years.

The Premises shall be conveyed subject to a condition subsequent, with the possibility of a reverter retained by SELLER. SELLER shall have the right to enter upon the Premises upon the occurrence of the following events: (i) BUYER fails to construct no more than three single-family Units on the Combined Premises and sell the Units to Eligible Purchasers within five (5) years from the date on which the deed from SELLER to BUYER is recorded with said Deeds; and (ii) BUYER transfers the Premises or the Units to persons other than to Eligible Purchasers.

**SELLER:**  
TOWN OF NANTUCKET  
By its Board of Selectmen:

**BUYER:**  
HABITAT FOR HUMANITY  
NANTUCKET, INC.

BY: \_\_\_\_\_

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QUITCLAIM DEED

**Lot 87, Unnamed Way off Ticcoma Way,  
Nantucket, Massachusetts**

**The Town of Nantucket**, a Massachusetts municipal corporation, having a place of business at 16 Broad Street, Nantucket, Massachusetts, acting by and through its Board of Selectmen(the “Grantor”), pursuant to the authority of Article 98 voted upon at the 2009 Annual Town Meeting, a certified copy of which is attached hereto, in consideration of One (\$1.00) Dollar paid, the receipt of which is hereby acknowledged, grants to **Habitat for Humanity Nantucket, Inc.**, a Massachusetts non-profit corporation, having an address at 2 Greglen Ave., Nantucket, Massachusetts 02554 (“Grantee”) with QUITCLAIM COVENANTS, a certain lot of land on Unnamed Way, off Ticcoma Way, Nantucket, Massachusetts shown as Lot 87 (the “Premises”) on plan of land entitled “Being a Division of Lots 75, 79 & 81 Shown on a Plan Recorded as Plan No. 2016-38 Now Shown as Lots 82 Through 95, Division Plan of Land in Nantucket, MA, prepared for Town of Nantucket,” dated June 3, 2016, prepared by Blackwell and Associates, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2016-58 (the “Plan”).

The Premises are conveyed subject to the following covenants, conditions and restrictions:

1. The Premises shall be used for affordable housing purposes in perpetuity.
2. Grantee shall, within five (5) years from the date on which this Deed is recorded with the Nantucket County Registry of Deeds, (a) construct on the Combined Premises, as defined below, no more than three (3) single-family dwelling units (the “Units”), and (b) sell said Units to families whose annual income from all sources is not more than eighty percent (80%) of the median income for the Town of Nantucket, as most recently published by the U.S. Department of Housing and Urban Development (“HUD”), adjusted for household size (an “Eligible Purchaser”), at a price affordable to said Eligible Purchaser.
3. Grantee shall convey the Units subject to a perpetual affordable housing restriction qualifying under G.L. c. 184, §§ 31, 32, enforceable by Grantee and the Grantor, in a Deed Rider in form and substance acceptable to Grantor.

4. The Premises are conveyed subject to a Condition Subsequent, reserving to the Grantor a Right of Entry, which the Grantor may exercise if Grantee: (a) fails to complete construction of no more than three (3) Units on the Combined Premises defined In Paragraph 5 below and convey the Units to Eligible Purchasers within the time and at the price set forth in Paragraph 2 above, (b) conveys, sells or otherwise transfers the Units or the Premises to a person other than an Eligible Purchaser, or (c) uses the Premises for other than affordable housing purposes. The Grantor may extend the time for performance if it finds, in its sole discretion, that Grantee's failure or delay in constructing and conveying the Units is attributable to causes beyond Grantee's reasonable control.

The Grantor, its successors and assigns, shall provide sixty (60) days' written notice to Grantee of its intent to exercise its Right of Entry. If, at the end of such notice period, Grantee has not constructed and sold the Units as required herein or cured the applicable defect in the Grantor's reasonable discretion, the Grantor may reenter the Premises and retake all right, title, interest and possession in and to the Premises by executing and recording a certificate of entry with said Deeds. Notwithstanding the provisions of anything herein to the contrary, upon recording said Right of Entry, title to the Premises and any improvements thereon shall revert to and vest in the Grantor without any necessity for suit or without the necessity of a deed from Grantee to the Town. The Grantor shall reimburse Grantee for any improvements made by Grantee to the Premises from the proceeds of the sale of the Premises to an Eligible Purchaser or from any other sale of the Premises. Such Right of Entry to be in addition to any other rights or remedies the Grantor may have for a breach or default of the obligations set forth herein. The Grantor's Right of Entry shall be deemed released upon the recording of a deed from Grantee to an Eligible Purchaser, attaching thereto the Deed Rider.

5. The Premises is conveyed subject to the restriction that said Premises shall be combined with and considered as one lot with the abutting property at Lot 86, Unnamed Way, previously acquired by Grantee pursuant to the Deed recorded with said Deeds in Book 1429, Page 234 (collectively, the "Combined Premises") and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds. Accordingly, the Premises hereby granted to the Grantee is subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Premises to the Grantee, if within twenty-four months of the Date of the Deed, the Premises has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds.

The resale restrictions herein and in the Deed Rider as well as the restriction set forth in Paragraph 5 above shall be enforceable for a term of ninety-nine years from the date hereof, and all of the restrictions, rights, and covenants contained herein shall be deemed to be "other

restrictions held by any governmental body” pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for a term of ninety-nine years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of this restriction, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

Grantor hereby reserves a perpetual sidewalk, utility and drainage easement 10’ wide from the westerly sideline of the Premises bordering Lot 80 as shown on said Plan (the “Easement Area”), for the purposes including but not limited to the construction, operation, maintenance and repair of the Easement Area for widening, paving, drainage, utilities, sidewalks and grading in, over, under, through, across, upon and along the Easement Area, and for all uses incidental thereto.

It is intended and agreed that the foregoing covenants, conditions and restrictions shall run with the land and shall be binding upon Grantee to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the Grantor and its successors and assigns.

No deed stamp taxes are due on this conveyance pursuant to G.L.c.64D, §1.

The undersigned certify that G.L. c.44, §63A and G.L. c.7C, §38 have been complied with.

For Grantor’s Title, see Order of the Land Court dated September 20, 2012 with Nantucket County Registry of Deeds in Book 1348, Page 248.

**Remainder of page intentionally left blank. Signature page follows.**

EXECUTED under seal on this \_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF NANTUCKET,  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
James R. Kelly

\_\_\_\_\_  
Dawn E. Hill Holdgate

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Robert DeCosta

\_\_\_\_\_  
Matthew G. Fee

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared James R. Kelly, Dawn E. Hill Holdgate, Rick Atherton, Robert DeCosta, and Matthew G. Fee, Members of the Board of Selectmen of the Town of Nantucket, as aforesaid, who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Town of Nantucket.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**From:** [Vicki Marsh](#)  
**To:** [Libby Gibson](#)  
**Cc:** [Erika Mooney](#); [Jim Kelly](#); [John Giorgio](#)  
**Subject:** Baxter Road Owners- One Big Beach Easement  
**Date:** Wednesday, July 13, 2016 4:31:44 PM

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Libby-

I have reviewed the executed Grant of Easement from Siasconset Beach Preservation Fund, Inc. et al., to the Town of Nantucket of a One Big Beach Easement over a portion of the Grantors' respective properties as shown on the Easement Plan attached to the Easement and approve of it as to form. The Town and certain property owners along Baxter Road including Patrick Ryan, Trustee of Ryan Nantucket Realty Trust, Ann Furrow, Sankaty Head Golf Club and the Sconset Trust, Inc. entered into a Memorandum of Understanding ("MOU") to provide for alternative access in the event that a portion of Baxter Road is impassable due to coastal erosion. Included in the terms of the MOU is a provision that requires that all of the Baxter Road Owners identified in the MOU on the east side of Baxter Road agree to execute a One Big Beach Easement to the Town over their respective properties. All of the owners of the Baxter Road properties obligated pursuant to the MOU to grant the One Big Beach Easement to the Town have executed the Easement.

Upon a vote by the Board of Selectmen to accept the Easement, please have the Board execute the Acceptance I have forwarded.

If you have any questions, please feel free to contact me.

Vicki

Vicki S. Marsh, Esq.

**KP | LAW**

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 556 0007

F: (617) 654 1735

[vmarsh@k-plaw.com](mailto:vmarsh@k-plaw.com)

[www.k-plaw.com](http://www.k-plaw.com)

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## **GRANT OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, WE,

**Siasconset Beach Preservation Fund Inc.**, a Massachusetts non-profit corporation, owner of 85 Baxter Road, Nantucket, Massachusetts, pursuant to Certificate of Title 26035 and a Deed registered at the Nantucket Registry District of the Land Court at Document No. 151337,

**Samuel Furrow and Ann Furrow**, owner of 87 Baxter Road, Nantucket, Massachusetts, pursuant to a Deed recorded at the Nantucket Registry of Deeds at Book 839, Page 295,

**Daniel L. Korengold, Trustee of the D&M Baxter Road Nominee Trust** u/d/t dated July 30, 2012, owner of 91 Baxter Road, Nantucket, Massachusetts, pursuant to a Deed recorded at the Nantucket Registry of Deeds at Book 1352, Page 45,

**Steven T. Freeman and Erin P. Freeman**, owner of 93 Baxter Road, Nantucket, Massachusetts, pursuant to a Deed recorded at the Nantucket Registry of Deeds at Book 1069, Page 97,

**Lawrence C. McQuade and Margaret O. McQuade**, owner of 97 Baxter Road, Nantucket, Massachusetts, pursuant to Certificate of Title 17087 and a Deed registered at the Nantucket Registry District of the Land Court at Document No. 70117,

**Ann B. Furrow**, owner of 99 Baxter Road, Nantucket, Massachusetts, pursuant to Certificate of Title 20681 and a Deed registered at the Nantucket Registry District of the Land Court at Document No. 101480,

**101 Baxter Road LLC**, a Massachusetts limited liability company, owner of 101 Baxter Road, Nantucket, Massachusetts, pursuant to a Deed recorded at the Nantucket Registry of Deeds at Book 1427, Page 341,

**Marilee Brill Matteson, Trustee of the Marilee Brill Matteson Nominee Trust**, under declaration of trust dated July 21, 2015 and registered at the Nantucket Registry District as Document No. 148642, owner of 105 Baxter Road, Nantucket, Massachusetts, pursuant to Certificate of Title 25689 and a Deed registered at the Nantucket Registry District of the Land Court at Document No. 148641, and

**Whitney A. Gifford, as Trustee of the S.G. Nominee Trust**, U/D/T dated September 7, 1999, and recorded with the Nantucket Registry of Deeds at Book 645, Page 146, as owner of 107 Baxter Road, Nantucket, Massachusetts, pursuant to a deed recorded at the Nantucket Registry of Deeds at Book 645, Page 151. See Document No. 134217 for Trustee acceptance.

**Whitney A. Gifford, as Trustee of the S.C. Nominee Trust**, U/D/T dated September 7, 1999, and recorded with the Nantucket Registry of Deeds at Book 647, Page 184, as owner of 107A Baxter Road, Nantucket, Massachusetts, pursuant to a deed recorded at the Nantucket Registry of Deeds at Book 647, Page 188. See Book 1285, Page 225 for Trustee acceptance.

(collectively, the "Grantors"),

in consideration of One Dollar (\$1.00) paid and in further consideration of a grant of a License Agreement to the Siasconset Beach Preservation Fund, Inc. over Town – Owned Property shown as Assessor's Parcel 48-8 in said Nantucket and for other agreements with the Town of Nantucket, do hereby GRANT to

the **Town of Nantucket**, a body politic of the Commonwealth of Massachusetts, having offices at 16 Broad Street, Nantucket, Massachusetts 02554, by and through its Board of Selectmen, (the "Grantee"), with QUITCLAIM COVENANTS, the following rights, title and interests:

1. A perpetual easement coextensive with and limited to the Easement Area of Grantor's Lands. The terms "Easement Area" and "Grantor's Land," as well as other terms used in this Grant of Easement, are defined below in Paragraph 2. The scope of the affirmative perpetual easement herein granted is more fully defined, limited, and subject to the conditions and covenants set forth in the following paragraphs.

2. Definitions for the purposes of this Grant of Easement:

"Grantor's Land" shall mean certain parcel of land situated in the Town and County of Nantucket, Massachusetts, at Baxter Road, being described in deeds and Certificates of Title to individual owners as set forth on Exhibit A attached hereto.

"coastal bank" shall mean the seaward face or side of any elevated landform, other than a coastal dune, which lies at the landward edge of a coastal beach, land subject to tidal action, or other wetland.

"coastal dune" shall mean any natural hill, mound or ridge of sediment landward of a coastal beach deposited by wind action or storm overwash, including without limitation vegetated areas of American beach grass or other natural beach plants serving to build dunes in dune fields between the landward edge of unvegetated sand and the seaward face or side of the coastal bank. Coastal dune also means sediment deposited by artificial means including coastal engineering structures and supplemental and serving the purpose of storm damage prevention or flood control.

"Easement Area" shall mean that part or portion of Grantor's Land lying inland of the mean low water line up to and including: (i) the point of the bottom of the coastal bank, or (ii) any coastal dunes, which is the area between the bottom of the bank and the top of the bank, as shown on the afore-referenced plan, to the point where such coastal dunes terminate and the remainder of Grantor's Land begins, as the case may be, and as the mean low water line, the coastal bank and the coastal dunes may exist from time to time. To the extent that erosion, accretion, drifting sand, avulsion or other natural phenomena and the presence of coastal engineering structures erected on the beach alter the mean low water line, the coastal bank or the coastal dune, the Easement Area shall be deemed correspondingly altered for purposes of this Grant of Easement. The Easement Area is shown as "One Big Beach Easement" on a plan of land by Blackwell and Associates Inc, dated           \*           and attached hereto.

"Coastal Conservation Land" shall mean that ocean-front land, contiguous to Grantor's Land, now or hereafter owned by the Town or by the Nantucket Islands Land Bank, a government body established for the purpose of land conservation (see, Chapter 669 of the Massachusetts Acts of 1983, as amended), and held for the purpose of preserving the unique natural littoral environment of Nantucket for enjoyment by the general public, and for protecting the scenic and ecological character of the Nantucket shore.

"Commercial Activities" shall mean any activity or event where money is paid to an individual or business entity for services rendered within the Easement Area. By way of illustration only and without limitation, the erection or use of any permanent or temporary structure, kiosk, dock, mooring, stand, cart, sign for advertisement, or other real or personal property, fixtures, or equipment primarily for the purpose

\* December 11, 2015 on sheet 1  
and July 12, 2016 on sheets  
2 and 3

of, or incidental or accessory thereto, manufacturing, selling, leasing or otherwise providing from that specific structure or arising from such use any property, good, product or service.

“conservation” and “recreation,” and all derivations therefrom, shall have the general meanings and uses given to those terms by Internal Revenue Code, Section 170(h), and the regulations promulgated thereunder.

“mean high water line” shall mean the line where the arithmetic mean of the high water heights observed over a specific 19-year metonic cycle (the National Tidal Datum Epoch) meets the shore and shall be determined using hydrographic survey data of the National Ocean Survey of the U.S. Department of Commerce.

“mean low water line” shall mean the line where the arithmetic mean of the low water heights observed over a specific 19-year metonic cycle (the National Tidal Datum Epoch) meets the shore and shall be determined using hydrographic survey data of the National Ocean Survey of the U.S. Department of Commerce.

“intertidal areas” shall mean the area upland of the mean low water line and seaward of the mean high water line, subject to tidal action.

“Maintenance Obligation” shall mean the ongoing and continuous obligation and duty to adequately patrol, maintain and police (that is, supervise, clean, and maintain order, but not to be required to provide regular patrolling by law enforcement officers) environmental resources in accordance with the Nantucket Beach Management Plan as the same may be amended from time to time and State and local law, and periodically to inspect the Easement Area.

3. The Grantee and the general public shall have the right to enter upon and use the Easement Area exclusively for conservation and recreational purposes for which beaches are used on Nantucket (with the exception of the vehicular uses that are provided in paragraph 4), but not Commercial Activities. These purposes and uses include, by way of illustration and without limitation, educational uses, swimming, fishing, surfboarding, snorkeling, sunbathing, strolling, walking, hiking, wildlife observation, picnicking, scenic viewing, normal and usual beach recreational activities and games, and other similar or appropriate and reasonable recreational outdoor activities and uses as the Grantee, shall determine from time to time, provided the said similar uses shall have been approved in writing by the Board of Selectmen of the Town of Nantucket and notice of such approval is duly published in a newspaper of general circulation in the Town of Nantucket. The Grantee shall regulate the hours and the scope and nature of the permitted uses and activities in accordance with the Grantee’s standard beach-management practices in effect for the beaches of Nantucket as found in the Town of Nantucket Beach Management Plan, as adopted by the Nantucket Board of Selectman June 1, 2005 and “Regulations for the Use of Town-Owned Beaches”, said regulations effective August 1, 2003 as amended August 4, 2004 as may be amended from time to time, and further the Grantee may grant special permits, from time to time, with the prior written approval from the Grantor, for such other uses and activities and for extended hours, from time to time, as may be provided for by such duly adopted rules, regulations and/or bylaws. In adopting such rules, regulations and/or bylaws, and in issuing special permits pursuant thereto, the Grantee (together with any applicable departments or other divisions, boards, bodies, agencies, officials or agents of the Town) shall use reasonable efforts to minimize reasonably foreseeable adverse effects of such rules, regulations and/or bylaws and permits proposed to be issued upon the reasonable peaceful enjoyment of the Grantor’s Land lying outside the Easement Area and upon the Easement Area. In no event shall the Town authorize, and the Town shall use reasonable efforts to prohibit, any Commercial Activities within the Easement Area. Notwithstanding the foregoing, no member of the general public shall have any right to enter upon, travel over or use those portions of the Easement Area consisting of coastal dunes except with the prior written

consent of Grantor or Grantor's heirs, executors, administrators, legal representatives, successors and/or assigns. Notwithstanding the foregoing, the Town shall have the right to enter upon, travel over or otherwise use those portions of the Easement Area consisting of coastal dunes as necessary to perform its Maintenance Obligation.

4. Notwithstanding the uses and activities set forth in paragraph 3 above, the Grantee shall not allow access and use of recreational vehicles in the Easement Area except as provided for herein below, but in no event shall such vehicular use be allowed in, on or over the dunes and dune fields or other environmentally sensitive areas as reasonably identified by the Grantee, and all such vehicular access shall be limited solely to those areas expressly designated and authorized by the Grantee. Vehicular access and use shall be prohibited subject to such rules, regulations and bylaws previously adopted by the Grantee and now existing or hereafter adopted by the Grantee. The foregoing sentences shall not limit the official use of vehicles of the Town, its agencies or other governmental entities.

5. Notwithstanding the provisions of paragraphs 3 and 4 above, all movable or fixed structures and signage indicating the limits except the coastal engineering structure in its location in the Easement Area as of this date and any future coastal engineering structures which are permitted by the applicable boards, agencies in accordance with any state, federal or local laws or by-laws and/or access to the Easement Area shall be prohibited throughout the Easement Area, and except wooden steps to ascend and descend the coastal bank, if needed to access the coastal engineering structures and Grantor and/or Grantee may erect or maintain fencing, signage or the like along the seaward edge of the coastal bank as may reasonably be warranted to protect the coastal bank and coastal dune or any species listed by any applicable state or federal law or regulation as endangered or threatened so as to advance the conservation purposes for which this Easement is being granted, without unreasonably frustrating the recreational purposes of this Easement. If any structure(s) mandated under applicable state or federal law or regulation frustrate the purposes for which this Grant of Easement is being granted, such structures may be maintained only for as long as is legally required and the party that caused such structure(s) to be placed on the Easement Area shall be responsible for and shall remove such structures(s) within a reasonable period after such time.

6. In addition to any other duties and obligations, the Town shall have the ongoing and continuous obligation and duty to fulfill its Maintenance Obligation and to reasonably ensure that persons granted access pursuant to this easement fully comply with Massachusetts, local and federal laws protecting coastal areas and the use of this beach. Any member(s) of the public who violate(s) the duly adopted rules, regulations and/or bylaws or who refuse to cease and desist from any proscribed conduct, acts or omissions to do or perform anything required to conform to the same may be cited in accordance with said rules, regulations and/or bylaws. The Town may remove from the Easement Area any individual who violates any said rule, regulation and/or bylaw. Further, when issuing any permits pursuant to such rules, regulations and/or bylaws, the Town shall impose such reasonable conditions and restrictions that may be reasonably necessary to assure the Grantor the reasonable peaceful enjoyment of Grantor's Land lying outside the Easement Area.

7. This Grant of Easement shall be binding upon and inure to the benefit of the Grantor(s) and his/her/their heirs, executors, administrators, legal representatives, successors and assigns and this Grant of Easement shall be binding upon and inure to the benefit of the Grantee, and the Town and its successors and assigns. The Town's successors and assigns shall be entities eligible to hold qualified conservation restrictions under applicable federal tax law.

8. This Grant of Easement shall be subject to and interpreted pursuant to the laws of the Commonwealth of Massachusetts, and, to the extent applicable to shorefront property, also subject to the laws of the United States of America.



9. Rights retained by the Grantor(s) in and to the Easement Area shall be inferior and incidental to the conservation and recreational use of the Easement Area provided for here, and shall be valid to the extent consistent with this Grant of Easement, and only if exercised so as not to impair the conservation and recreational rights and interests conveyed to the Town hereunder. Said granted and retained rights shall exclude the right to physically alter the Easement Area, by any manual or mechanical means, in any way that would diminish the conservation and recreational purposes of this Grant of Easement. This provision shall not restrict the installation, maintenance, or mitigation of erosion protection measures. The Grantor(s) and the Town shall have the right to enforce the terms, conditions and provisions hereof by an action in equity brought in the Nantucket Superior Court of the Commonwealth of Massachusetts, and in no other courts or jurisdictions, but although the Nantucket Superior Court shall be the initial forum, nothing herein shall affect or diminish the Town's or Grantor's rights to appeal any decision made by such Court. The Grantor hereby agrees that no such action shall be commenced unless and until the Grantor shall have given thirty (30) days written notice to the Town, itemizing and detailing with particularity the alleged acts or omissions of the Town deemed to be in material violation of the terms, conditions and/or provisions hereof. In the event that the Town shall have substantially cured such material violations and has taken reasonable measures to assure that incurable violations shall be avoided in the future, no such actions shall be commenced. However, in no event shall the Town be liable for any monetary damages based upon a violation (material or otherwise) hereof.

10. The Grantee has represented to the undersigned Grantor(s) that the Town has taken or shall promptly take all lawful measures for the Town to accept this Grant of Easement on behalf of itself and the Grantee and to undertake the Maintenance Obligation provided for herein. Grantor represents that he is the rightful lawful owner of the Grantor's Land and the Easement Area and that he possesses the legal authority to grant the rights in real property conveyed to Grantee under this Grant of Easement.

11. No term, covenant or provision of this Grant of Easement, nor the granting or acceptance hereof, shall be construed to be a waiver or release by Grantee or the Town of any right, title or interest it may hold relative to the Easement Area, any permanently submerged land, any coastal dune, any coastal bank or any other land affected by this Grant of Easement.

12. The Grantor shall be absolved from liability claims arising from accidents or injuries occurring to users of the Easement Area in accordance with the provisions of M.G.L. c 21, §17C or any revised or replacement statute that affords liability protection which is substantially similar to that now afforded by M.G.L. c. 21, §17C. Grantor may, in Grantor's discretion, close the Easement Area to public use in the event the landowner liability protection afforded in M.G.L. c. 21, §17C is repealed or altered in a manner which materially increases, in Grantor's reasonable opinion, Grantor's potential liability to public users of the Easement Area, and provided (a) no other statute or law affords Grantor, liability protection which is substantially similar to that now afforded by M.G.L. c. 21, §17C; or (b) Grantee elects not to provide reasonable insurance coverage or otherwise agrees to hold Grantor harmless against potential liability to public users of the Easement Area, except for liabilities directly caused by or arising from Grantor's gross negligence or willful misconduct. Upon the effective date of another statute or law affording to Grantor, in Grantor's counsel's reasonable opinion, with liability protection substantially similar to that now afforded by M.G.L. c. 21, §17C, or Grantee agreeing to provide reasonable insurance coverage or to otherwise hold Grantor harmless against potential liability to public users of the Easement Area (except for liabilities directly caused by or arising from Grantor's gross negligence or willful misconduct), then Grantor shall promptly open for public use all portions of the Easement Area then closed to the public. The Town shall use reasonable efforts not to compromise in any way the liability protection now afforded to Grantor by M.G.L. c. 21, §17C or any revised or replacement statute that affords liability protection which is substantially similar to that now afforded by M.G.L. c. 21, §17C.

13. Grantor and the Town shall not use the Easement Area in any manner detrimental to the Easement Area or inconsistent with the purpose of this Grant of Easement, which includes the conservation and recreational use of the Easement Area, subject to the installation, maintenance, and mitigation of erosion protection measures.

14. Any notices or deliveries required or permitted to be given to the Town pursuant to this instrument shall be in writing and delivered to the Board of Selectmen at Town and County Building, 16 Broad Street, Nantucket, Massachusetts 02554. Any notices or deliveries required or permitted to be given to Grantor pursuant to this instrument shall be in writing and delivered to Grantor at the address for the owners of record as on file with the Tax Assessor for the Town of Nantucket. All such notices shall be delivered by registered or certified mail, postage prepaid and receipt required, or overnight express courier with receipt required. Either the Town or the Grantor may change its address to which any notice is to be delivered by providing the other with reasonable notice of such new address in one of the manners specified above.


[Signatures Follow On Next Page]

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed his hand and seal this 8 day of July, 2016.

**GRANTOR:**


Owner of 85 Baxter Road  
**Siasconset Beach Preservation Fund Inc.,**  
a Massachusetts non-profit corporation by

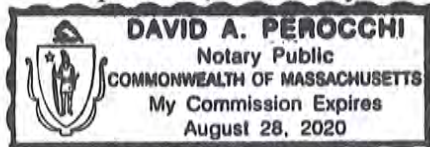
  
\_\_\_\_\_  
Joshua Posner, President

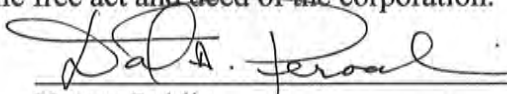
  
\_\_\_\_\_  
F. Helmut Weymar, Vice President and Treasurer

Commonwealth of Massachusetts

Count of Nantucket, ss


On this 8<sup>th</sup> day of JULY, 2016 before me, the undersigned notary public, personally appeared F. Helmut Weymar, as Vice President and Treasurer , 2016 before me, the undersigned notary public, personally appeared Joshua Posner, as President of the Siasconset Beach Preservation Trust Inc, proved to me through satisfactory evidence of identification, which was DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it in that capacity for the corporation, voluntarily for its stated purpose as the free act and deed of the corporation.




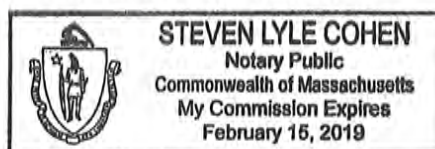
  
\_\_\_\_\_  
Notary Public  
My commission expires: 8/28/20

Commonwealth of Massachusetts

Count of Nantucket, ss

On this 8 day of July 2016, 2016 before me, the undersigned notary public, personally appeared Joshua Posner , 2016 before me, the undersigned notary public, personally appeared F. Helmut Weymar, as Vice President and Treasurer of the Siasconset Beach Preservation Trust Inc, proved to me through satisfactory evidence of identification, which was Known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it in that capacity for the corporation, voluntarily for its stated purpose as the free act and deed of the corporation.

  
\_\_\_\_\_  
Notary Public  
My commission expires:

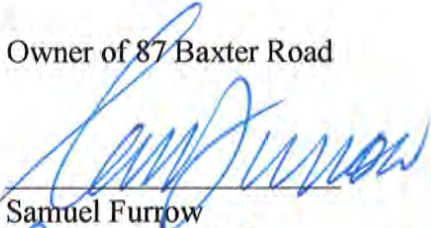


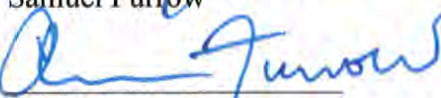


In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed their hand and seal this 6<sup>th</sup> day of JULY, 2015.

**GRANTOR:**

Owner of 87 Baxter Road

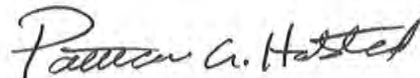
  
Samuel Furrow

  
Ann Furrow

COMMONWEALTH  
~~STATE OF~~ MASSACHUSETTS

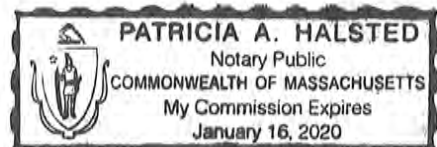
Count of \_\_\_\_\_, ss

On this 6<sup>th</sup> day of JULY, 2015 before me, the undersigned notary public, personally appeared Samuel Furrow and Ann Furrow, proved to me through satisfactory evidence of identification, which as PERSONALLY KNOWN TO ME to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public

My commission expires:

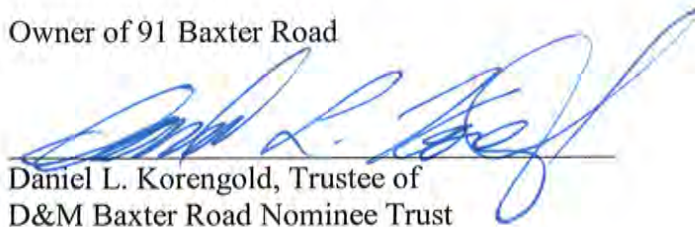


I hereby certify that: (a) I am the sole Trustee of D&M Baxter Road Nominee Trust u/d/t July 30, 2012, (b) said Trust has not been amended or revoked and has not been terminated; (c) that no beneficiary of said Trust is a minor, under any incapacity, or a corporation or limited liability company that has elected to be taxed as a corporation; and (d) that I have been authorized and directed by all of the beneficiaries of said Trust to execute, acknowledge, and deliver the within Easement.

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed his hand and seal this 07 day of July, 2015.

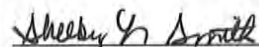
**GRANTOR:**

Owner of 91 Baxter Road

  
Daniel L. Korengold, Trustee of  
D&M Baxter Road Nominee Trust

County of Fairfax, ss STATE OF VA

On this 07 day of July, 2015 before me, the undersigned notary public, personally appeared Daniel L. Korengold as Trustee, proved to me through satisfactory evidence of identification, which was MD Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
Notary Public  
My commission expires: 06.30.2017



Shelby Lynn Smith  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #123712  
My Commission Expires  
06.30.2017

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed their hand and seal this 16 day of JULY, 2015.

GRANTOR:

Owner of 93 Baxter Road

[Signature]

Steven T. Freeman

[Signature]

Erin P. Freeman

STATE OF FLORIDA

County of ORANGE, ss

On this 16 day of JULY, 2015 before me, the undersigned notary public, personally appeared Steven T. Freeman and Erin P. Freeman, proved to me through satisfactory evidence of identification, which was DRIVERS LICENSES, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

[Signature]

Notary Public

My commission expires:

9-3-2016



MARGGY RAMIREZ  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE831812  
Expires 9/3/2016

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed their hand and seal this 10 day of July, 2015.

GRANTOR:

Owners of 97 Baxter Road

Lawrence C McQuade

Lawrence C. McQuade

Margaret O McQuade

Margaret O. McQuade

STATE OF Massachusetts

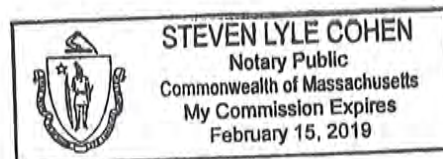
County of Nantucket, ss

On this 10 day of July, 2015 before me, the undersigned notary public, personally appeared Lawrence C. McQuade and Margaret O. McQuade, proved to me through satisfactory evidence of identification, which as known to me, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Steven Cohen

Notary Public

My commission expires:





In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed her hand and seal this 6 day of JULY, 2015.

GRANTOR:

Owner of 99 Baxter Road

Ann B. Furrow

Ann B. Furrow

COMMONWEALTH  
STATE OF MASSACHUSETTS

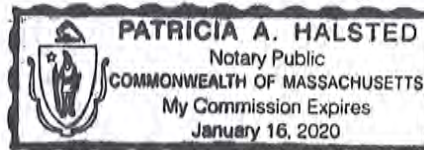
County of NANTUCKET, ss

On this 6<sup>th</sup> day of JULY 2015, 2015 before me, the undersigned notary public, personally appeared Ann B. Furrow, proved to me through satisfactory evidence of identification, which was PERSONALLY KNOWN TO ME to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Patricia A. Halsted

Notary Public

My commission expires:



GRANTOR:

Owner of 99 Baxter Road

Ann B. Furrow

STATE OF \_\_\_\_\_

County of \_\_\_\_\_, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015 before me, the undersigned notary public, personally appeared Ann B. Furrow, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

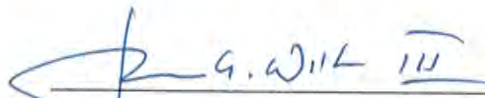
My commission expires:

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed his/her hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

GRANTOR:

Owner of 101 Baxter Road

101 Baxter Road LLC, by:

 G. WILK III

Print: JAMES E. WALKER III  
Signed as Manager/Authorized Signatory

County of New York, ss STATE OF New York

On this 16<sup>th</sup> day of July, 2015 before me, the undersigned notary public, personally appeared James E. Walker III as Manager/Authorized Signatory, proved to me through satisfactory evidence of identification, which as driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

TRACEY KONECNIK  
NOTARY PUBLIC STATE OF NEW YORK  
WESTCHESTER COUNTY  
LIC. #01K06044256  
COMM. EXP. 7/3/2018

Notary Public

 Tracey Konecnik

I hereby certify that: (a) I am the sole Trustee Marilee Brill Matteson Nominee Trust u/d/t July 21, 2015, (b) said Trust has not been amended or revoked and has not been terminated; (c) that no beneficiary of said Trust is a minor, under any incapacity, or a corporation or limited liability company that has elected to be taxed as a corporation; and (d) that I have been authorized and directed by all of the beneficiaries of said Trust to execute, acknowledge, and deliver the within Easement.

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed her hand and seal this 27<sup>th</sup> day of July, 2015.

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed their hand and seal this 27<sup>th</sup> day of July, 2015.

GRANTOR:

Owner of 105 Baxter Road

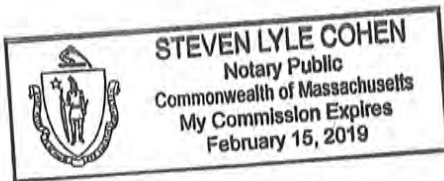
Marilee B Matteson  
Marilee B. Matteson, trustee

COMMONWEALTH OF MASSACHUSETTS

, ss

On this 27<sup>th</sup> day of July, 2015 before me, the undersigned notary public, personally appeared Marilee B. Matteson, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as trustee

Steven Lyle Cohen  
Notary Public  
My commission expires:





I hereby certify that: (a) I am the sole Trustee of S.G. Nominee Trust, U/D/T dated September 7, 1999, (b) said Trust has not been amended or revoked and has not been terminated; (c) that no beneficiary of said Trust is a minor, under any incapacity, or a corporation or limited liability company that has elected to be taxed as a corporation; and (d) that I have been authorized and directed by all of the beneficiaries of said Trust to execute, acknowledge, and deliver the within Easement.

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed his hand and seal this 3rd day of June, 2016.

**GRANTOR:**

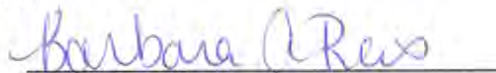
Owner of 107 Baxter Road



Whitney A. Gifford, as Trustee  
S.G. Nominee Trust

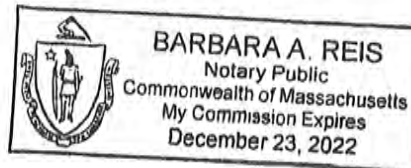
Count of Nantucket, ss STATE OF Massachusetts

On this 3rd day of June, 2016 before me, the undersigned notary public, personally appeared Whitney A. Gifford, as Trustee, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My commission expires:

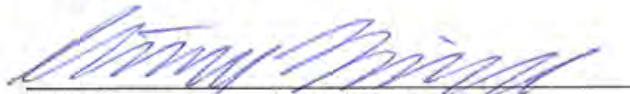


I hereby certify that: (a) I am the sole Trustee of S.C. Nominee Trust, U/D/T dated September 7, 1999, (b) said Trust has not been amended or revoked and has not been terminated; (c) that no beneficiary of said Trust is a minor, under any incapacity, or a corporation or limited liability company that has elected to be taxed as a corporation; and (d) that I have been authorized and directed by all of the beneficiaries of said Trust to execute, acknowledge, and deliver the within Easement.

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed his hand and seal this 3rd day of June, 2016.

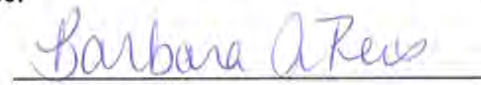
**GRANTOR:**

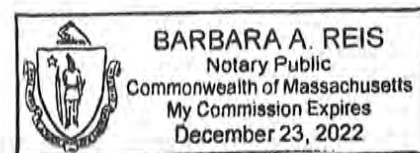
Owner of 107A

  
Whitney A. Gifford, as Trustee  
S.C. Nominee Trust

Count of Nantucket, ss STATE OF Massachusetts

On this 3rd day of June, 2016 before me, the undersigned notary public, personally appeared Whitney A. Gifford, as Trustee, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
Notary Public  
My commission expires:



ACCEPTANCE BY THE TOWN OF NANTUCKET

The undersigned, constituting a majority of the Town of Nantucket Board of Selectmen, hereby acknowledge that at a meeting of the Board of Selectmen held on \_\_\_\_\_ 2016, the foregoing Grant of Easement was accepted pursuant to the authority of Section 3.3 of Chapter 289 of the 1996 Acts of the General Court, pursuant to which we have directed publication of notice regarding this acceptance.



TOWN OF NANTUCKET

By its Board of Selectmen

\_\_\_\_\_  
James R. Kelly

\_\_\_\_\_  
Dawn E. Hill Holdgate

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Robert DeCosta

\_\_\_\_\_  
Matthew G. Fee

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public personally appeared, James R. Kelly, Dawn E. Hill Holdgate, Rick Atherton, Robert DeCosta and Matthew G. Fee as members of the Board of Selectmen of the Town of Nantucket, and proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free act and deed of the Board of Selectmen of the Town of Nantucket.

\_\_\_\_\_  
Notary Public

My Commission Expires:

559306NANT19726/0001



# EASEMENT PLAN "ONE BIG BEACH"

PREPARED FOR  
**S.B.P.F.**

SCALE: 1"=150' DECEMBER 11, 2015

**BLACKWELL and ASSOCIATES, Inc.**

Professional Land Surveyors  
20 TEASDALE CIRCLE  
NANTUCKET, MA 02554  
(508) 228-9026

EASEMENT LINE TABLE

LINE	LENGTH	BEARING
L1	191.88	S27°07'44"E
L2	413.99	S14°20'13"E
L3	598.06	S17°49'42"E
L4	53.29	S38°08'46"E
L5	200.12	S16°52'31"E
L6	97.16	S08°46'52"E

NOTE:  
L1, L5, L6 ARE THE BOUNDARY OF A 0.5' WIDE  
EASEMENT AREA ALONG THE PROPERTY LINE.

## TYPICAL SECTION

SCALE: 1"=50'

"ONE BIG BEACH"  
EASEMENT

PROPERTY  
LINE

BOTTOM OF BANK  
OCTOBER 2015

GEOTUBES  
11/25/15

30'±

EXIST. GEOTUBES AS  
OF 11/25/15

"ONE BIG BEACH"  
EASEMENT

TOP OF BANK  
APRIL 2015

BOTTOM OF BANK  
OCTOBER 2015

151.30' REC.  
150.80' EASE.

**SHEET 1 of 3**  
**B7275**

# EASEMENT PLAN "ONE BIG BEACH"

PREPARED FOR  
**S.B.P.F.**

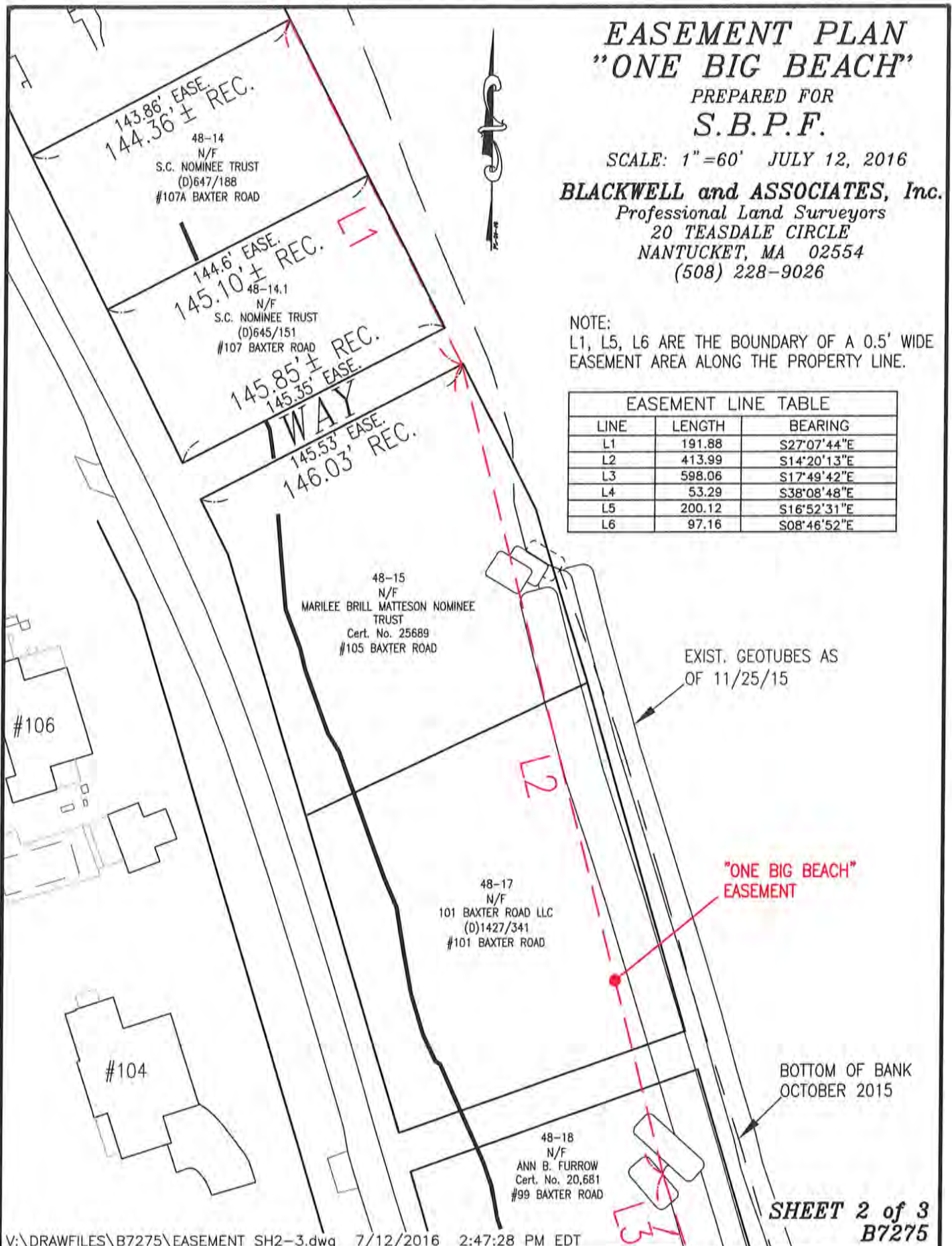
SCALE: 1"=60' JULY 12, 2016

**BLACKWELL and ASSOCIATES, Inc.**  
Professional Land Surveyors  
20 TEASDALE CIRCLE  
NANTUCKET, MA 02554  
(508) 228-9026

NOTE:  
L1, L5, L6 ARE THE BOUNDARY OF A 0.5' WIDE  
EASEMENT AREA ALONG THE PROPERTY LINE.

EASEMENT LINE TABLE

LINE	LENGTH	BEARING
L1	191.88	S27°07'44"E
L2	413.99	S14°20'13"E
L3	598.06	S17°49'42"E
L4	53.29	S38°08'48"E
L5	200.12	S16°52'31"E
L6	97.16	S08°46'52"E



**SHEET 2 of 3**  
**B7275**



# EASEMENT PLAN "ONE BIG BEACH"

PREPARED FOR  
**S.B.P.F.**

SCALE: 1"=60' JULY 12, 2016

**BLACKWELL and ASSOCIATES, Inc.**  
Professional Land Surveyors  
20 TEASDALE CIRCLE  
NANTUCKET, MA 02554  
(508) 228-9026

48-08  
N/F  
TOWN OF NANTUCKET

EXIST. GEOTUBES AS  
OF 11/25/15

"ONE BIG BEACH"  
EASEMENT



48-21  
N/F  
STEVEN T. &  
ERIN P. FREEMAN  
(D)1069/097  
#93 BAXTER ROAD

49-22  
N/F  
D&M BAXTER ROAD NOMINEE TRUST  
(D) 1352/45  
#91 BAXTER ROAD

127.2' EASE.  
149.37' REC.

49-08  
N/F  
SAMUEL & ANN FURROW  
(D) 839/295  
#87 BAXTER ROAD

149.90' REC.  
149.40' EASE.

149.20' EASE.  
149.70' REC.

49-35  
N/F  
SIASCONSET BEACH  
PRESERVATION FUND  
Cert. No. 26035  
#85 BAXTER ROAD

TOP OF BANK  
APRIL 2015

BOTTOM OF BANK  
OCTOBER 2015

151.30' REC.  
150.80' EASE.

NOTE:  
L1, L5, L6 ARE THE BOUNDARY OF A 0.5' WIDE  
EASEMENT AREA ALONG THE PROPERTY LINE.

EASEMENT LINE TABLE

LINE	LENGTH	BEARING
L1	191.88	S27°07'44"E
L2	413.99	S14°20'13"E
L3	598.06	S17°49'42"E
L4	53.29	S38°08'48"E
L5	200.12	S16°52'31"E
L6	97.16	S08°46'52"E

**From:** [Osorio, John](#)  
**To:** [James Boudreau--Vertex](#); [Barbee, Lindsey](#)  
**Subject:** Re: Boulevard Construction  
**Date:** Tuesday, July 12, 2016 10:12:57 PM  
**Attachments:** [image001.png](#)

---

Hi Jim,

Our original design was a bit more conservative and did not assume sandy soils throughout the entire limits of project. This conservative approach created a need for more leaching basins throughout the entire project and a much higher cost for drainage improvements (\$300K-\$400K more). Typically we would run test pits at various locations to have a better understanding of existing soils throughout the project. However, the aggressive schedule did not allow for this effort to take place. Instead, after further discussion with the Town Engineer, it was requested that we reevaluate the drainage design based on his recollection that the sub-grade is mostly sandy soils and very limited/isolated drainage issues along this road. With this information, we still ran a somewhat moderate approach and came up with the current design. The installation of each leaching basin would still require inspection to verify that the soils would be adequate for the designed infiltration rate. Additionally, the leaching basins need to be maintained so that they function to the maximum extent. To address the BOS's concerns, we took the approach of adding additional leaching basins at low points along the roadway in case maintenance of the structures lingers a bit as can happen in so many communities. We recommend the addition of these structures and still request that proper inspection be conducted during the drainage installation. This systems will work when properly installed and maintained.

Let me know if this helps or if you have any further questions.

**John Osorio**

*Senior Project Manager*

**GPI/Greenman-Pedersen, Inc.**

181 Ballardvale Street, Suite 202, Wilmington, MA 01887  
d 978.570.2973 | f 978.658.3044 | c 617.875.2285  
[josorio@gpinet.com](mailto:josorio@gpinet.com) | [www.gpinet.com](http://www.gpinet.com)

*An Equal Opportunity Employer*

---

**From:** James Boudreau--Vertex <[jboudreau@vertexeng.com](mailto:jboudreau@vertexeng.com)>  
**Sent:** Tuesday, July 12, 2016 5:57:07 PM  
**To:** Osorio, John  
**Subject:** RE: Boulevard Construction

Thanks for pushing this John.

~~~~~

**James Boudreau**

Project Engineer

**THE VERTEX COMPANIES, INC.**

398 Libbey Pkwy | Weymouth, MA 02189 | USA

**OFFICE** 781.952.6000 | **MOBILE** 781.635.9229

[Website](#) | [LinkedIn](#)

An employee owned company.

---

**From:** Osorio, John [mailto:josorio@gpinet.com]  
**Sent:** Tuesday, July 12, 2016 4:04 PM  
**To:** James Boudreau--Vertex <jboudreau@vertexeng.com>  
**Cc:** kbuzanoski@nantucket-ma.gov  
**Subject:** Boulevard Construction

Jim,

Attached is a redlined set of plans showing additional leaching basins to be located at all the low points. We concentrated on locating additional leaching basins at low points along the roadway profile. We are proposing to install 7 additional leaching basins in total at a cost of \$48,500.00 (cost based on bid prices). There were some assumptions that were used in the design of these infiltration areas that were discussed with the Town Engineer at the time. The soils are anticipated to be a sandy material with infiltration rates of approximately 4 inches per hour. Although we feel that this is a fairly moderate approach, we do recommend that the proposed leaching basin locations be field verified by a resident inspector prior to installation. At the time of design it was discussed that this inspection would be handled by the Town Engineer. We will need to work out with the DPW how this happens.

Feel free to call me if you have any questions.

Thank you



**John F. Osorio**

d 978.570.2973 | f 978.658.3044 | c 617.875.2285

*An Equal Opportunity Employer*

---

**From:** James Boudreau--Vertex [mailto:jboudreau@vertexeng.com]  
**Sent:** Tuesday, July 12, 2016 11:52 AM  
**To:** Osorio, John <josorio@gpinet.com>  
**Subject:** Re: Victor bid

Thanks John. I'll watch for the email later today.

~~~~~

**Jim Boudreau**



The Vertex Companies, Inc.  
**OFFICE** 781-952-6000 |  
**MOBILE** 781-635-9229

[www.vertexeng.com](http://www.vertexeng.com)

[sent from my mobile device]

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On Jul 12, 2016, at 11:41 AM, Osorio, John <[josorio@gpinet.com](mailto:josorio@gpinet.com)> wrote:

Jim,

We are working on the plan revisions and estimate and will have something to share with you today. I will be on the road most of the day tomorrow but can contact you when I'm free, if needed. I will also be away on vacation from 7/15 to 7/25.

<image003.png>

**John F. Osorio**

d 978.570.2973 | f 978.658.3044 | c 617.875.2285  
*An Equal Opportunity Employer*

---

**From:** James Boudreau--Vertex [<mailto:jboudreau@vertexeng.com>]

**Sent:** Tuesday, July 12, 2016 11:05 AM

**To:** Osorio, John <[josorio@gpinet.com](mailto:josorio@gpinet.com)>

**Subject:** Fwd: Victor bid

John,

Two of two emails

Victor- Brandon boulevard bid

Low bidder.

Give me a call if you have any questions.

As discussed yesterday on the phone the town would like to have a cost estimate and a design to discuss at tomorrow's weekly meeting.

Thanks,

Jim

~~~~~

**Jim Boudreau**

The Vertex Companies, Inc.

**OFFICE** 781-952-6000 |

**MOBILE** 781-635-9229

[www.vertexeng.com](http://www.vertexeng.com)

[sent from my mobile device]

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Begin forwarded message:

**From:** "Erika Mooney" <[EMooney@nantucket-ma.gov](mailto:EMooney@nantucket-ma.gov)>  
**To:** "James Boudreau--Vertex" <[jboudreau@vertexeng.com](mailto:jboudreau@vertexeng.com)>  
**Subject:** Victor bid

Erika

Erika D. Mooney  
Project Administrator  
Town of Nantucket  
16 Broad Street  
Nantucket MA 02554  
508-228-7266  
508-228-7272 Fax



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TOWN OF NANTUCKET  
REGISTER OF BIDDERS

RECONSTRUCTION OF THE BOULEVARDE

Proposal Item

WEDNESDAY, JUNE 22, 2016 2:00 PM

Date/Time Proposal Due

For recordkeeping purposes, a complete list of all vendors submitting IFB's for this project and the price when opened submission.

| Vendor                 | Non-Collusion | Tax Compliance | Adndm(s) | Bid Bond | Price          |
|------------------------|---------------|----------------|----------|----------|----------------|
| VICTOR-BRANDON CORP.   |               |                | 1        | ✓        | \$1,859,20.00  |
| C.C. CONSTRUCTION CORP |               |                | 1        | ✓        | \$1,994,381.75 |
|                        |               |                |          |          |                |
|                        |               |                |          |          |                |
|                        |               |                |          |          |                |
|                        |               |                |          |          |                |
|                        |               |                |          |          |                |

MA DOT  
PREQUAL  
CERT  
✓

**Witness certification:**

We hereby certify that the bids recorded on this page are a complete and accurate list of those opened in our presence.

WITNESS/s/

*Kara Jh*

WITNESS/s/

*Ja. Bn*

BIDDERS PRESENT:

ALSO PRESENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**From:** [Libby Gibson](#)  
**To:** [Erika Mooney](#)  
**Subject:** FW: Sewer Fee Waiver Policy  
**Date:** Monday, July 11, 2016 5:10:51 PM  
**Attachments:** [KP-#558485-v3-Sewer\\_Fee\\_Waiver\\_Policy.DOC](#)

---

For 7/20

C. Elizabeth Gibson  
Town Manager  
Town of Nantucket  
(508) 228-7255

---

**From:** John Giorgio [mailto:JGiorgio@k-plaw.com]  
**Sent:** Monday, July 11, 2016 2:55 PM  
**To:** Libby Gibson  
**Subject:** Sewer Fee Waiver Policy

Dear Libby:

At the request of the Board of Selectmen at its meeting on July 6, 2016, I have revised the draft Sewer Fee Waiver Policy. The revised draft, which is attached, waives both the sewer connection fee and the sewer privilege fee for dwelling units that are eligible for inclusion on the Town's Subsidized Housing Inventory, and waives just the connection fee if the dwelling unit is only a so-called covenant unit under the Town's bylaws. I have also made clear in the redrafted policy that the dwelling unit must be located within the approved sewer district.

Please let me know if you have any questions.

John

*Kopelman and Paige is now* **KP | LAW**

John W. Giorgio, Esq.  
**KP | LAW**  
101 Arch Street, 12th Floor  
Boston, MA 02110  
O: (617) 556 0007  
D: (617) 654 1705  
F: (617) 654 1735  
C: (617) 785 0725  
[jgiorgio@k-plaw.com](mailto:jgiorgio@k-plaw.com)  
[www.k-plaw.com](http://www.k-plaw.com)

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.



TOWN & COUNTY OF NANTUCKET  
*BOARD OF SELECTMEN*  
POLICY FOR SEWER FEE WAIVER REQUESTS  
*Adopted:*

*I. Policy.*

The Board of Selectmen, acting as the Nantucket Sewer Commission pursuant to Chapter 396 of the Acts of 2008, and in accordance with Chapter 38, Article III, section 38-3B of the Code of the Town of Nantucket, has the authority to waive any town fee or charge, upon a determination that the public interest so requires.

The Board of Selectmen hereby determines that it is in the public interest to encourage the production of affordable housing, including workforce housing units for the Island's working population. Therefore, the Board of Selectmen will consider, on a case-by-case basis, waivers of one or both of the Town's fees relating to the connection of dwelling units that are located in an existing Sewer District as established under Chapter 396 of the Acts of 2008.

*II. Sewer Connection and Sewer Privilege Fee Waivers.*

The Board of Selectmen may, at its discretion, waive the sewer connection fee or the sewer privilege fee upon the request of an individual, non profit organization, or public entity seeking to connect one or more dwelling units to the Town's sewer system if such unit or units are bound by a permanent affordable housing deed restriction in a form acceptable to the Town and enforceable by the Town, and provided that the dwelling unit or units are eligible for inclusion on the Town's Subsidized Housing Inventory ("SHI") as maintained by DHCD or any successor agency and provided that the developer and/or unit owner shall cooperate fully with the Town in obtaining SHI status for the unit or units by notifying the Town Manager when a building permit issues and when an occupancy permit issues. In the case of dwelling units that are subject to a permanent affordable housing covenant meeting the requirements of Chapter 301 of the Acts of 2002, and Chapter 100 of the Code of Nantucket, the Board of Selectmen may, in its discretion, only waive the sewer connection fee.

VIA EMAIL  
June 30, 2016

Board of Selectmen  
16 Broad Street  
Nantucket, MA 02554  
Re: Extension of Hours of Operation for Town Pool

Bug and Birdcage, LLC, d/b/a Town Pool, requests an extension of Hours of Operation for their 2016 Common Victualler's License until 2am daily. Town Pool operates a take-out food and retail establishment located at 31 Easy Street.

The Common Victualler's License was approved by the Board of Selectmen on April 20, 2016 for Daily Operation from 9:00 am – 10:00 pm. The extension is requested to provide extended food service as is allowed for several establishments along Broad Street.

Thank you for your consideration,

Sean Dew  
Sean@townpool.com

2016

\$50.00

TOWN OF NANTUCKET

This is to certify that Bug and Birdcage LLC  
d/b/a Town Pool  
31 Easy Street, Nantucket MA 02554  
Sean Dew, Manager

In said establishment and at that place only and expires on December 31, 2016 unless sooner suspended or revoked for violations of laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws Chapter 140 and amendments thereto. **All licensees are responsible for maintaining a clean orderly appearance daily by sweeping and disposing of all trash and debris from the sidewalk area in front of the establishment.** In testimony whereof, the undersigned has hereunto affixed his official signature.

Licensed Premises  
must be closed by 10:00 PM  
Date Approved: 4/20/2016

A handwritten signature in black ink that reads "James R. Kelly". The signature is written in a cursive style with a large, stylized initial 'J'.

James R. Kelly

Chairman, Board of Selectmen

**From:** [Libby Gibson](#)  
**To:** [Amy Baxter](#)  
**Cc:** [Erika Mooney](#)  
**Subject:** FW: Town Pool Hours of Operation  
**Date:** Wednesday, July 13, 2016 1:33:54 PM  
**Attachments:** [20160708144511601.pdf](#)

---

C. Elizabeth Gibson  
Town Manager  
Town of Nantucket  
(508) 228-7255

---

**From:** Amy Baxter [mailto:[abaxter@police.nantucket-ma.gov](mailto:abaxter@police.nantucket-ma.gov)]  
**Sent:** Friday, July 08, 2016 5:00 PM  
**To:** Sean Dew  
**Cc:** Sankaty Beach Club; Libby Gibson; Gregg Tivnan; William Pittman; Steve Butler; Roberto Santamaria  
**Subject:** Town Pool Hours of Operation

Sean,

Thank you for forwarding your communications regarding the Common Victualler License Application for Bug and Bird Cage, LLC, dba Town Pool. I have reviewed the communications, documents submitted with Town Administration and the Board of Selectmen's office. We also reviewed the meeting minutes and application materials presented to the Board of Selectmen at the April 20, 2016 Meeting. The meeting video and notes confirm the only request presented to the Board of Selectmen was in the form of the original application (attached) that requested operating hours of 9:00 am – 10:00 pm. That was also what was published in the Legal Notice published in the Inquirer and Mirror on April 7 and 14, 2016 (attached) and sent to your abutter's list. Therefore the official documented approval by the Board of Selectmen is for a closing time of 10:00 pm.

I understand the additional letter stating the desired hours of operation to be 8:00 am – 1:00 am was sent through the Licensing Agent on April 15, 2016, however that was not received by the Board of Selectmen in time for the hearing and the information was not available for the Board to vote on. That information was used in creating the printed license in error. That clerical error does not supersede the decision of the Board of Selectmen. They must review and vote on the proposed hours in a Public Hearing which was continued until July 20, 2016. At that time they will review the request to extend operating hours until 2:00 am and confirm all additional permits to include Health and the Building's COI are approved and current. Please make sure that is settled by Wednesday, July 13 so we may include the update in the Selectmen's meeting packet for review. Failure to have both will result in suspension of the CV License as they are required and on more than one occasion in the past several weeks you have operated without one or both.

Please let me know any further questions.

Amy C. Baxter  
Licensing Administrator  
Nantucket Police Department



**TOWN OF NANTUCET**

**2016 COMMON VICTUALLER (CV)**

**NEW OR TRANSFERRED LICENSE APPLICATION**

Business Name of Applicant: Bug and Birdcage LLC

D/B/A: Town Pool

Business Owner's Name: Sean Dew Cell: 774 236 9035

Business Manager's Name: Sean Dew Cell: 774 236 9035

Business Street Address: 31 Easy Street

Business Mailing Address: 11 Maple Ave, Madison Ct 06443

Business Telephone: 774 236 9035

Email Address: (Please use an email address that will be monitored year-round by Owner or Manager): Sean @ TownPool.com

Federal Tax I.D. # of Business: \_\_\_\_\_

Opening Date: 5-15-16 Days/Hours of Operation: 9:00-10:00

Type of Business: Food + Retail

Signature of Applicant: [Signature] Date: 3-28-16

Check Payable to Town of Nantucket: \$20.00 Application Fee: Ck #: ✓

Check Payable to Town of Nantucket: \$50.00 Yearly Licenses Fee: Ck #: ✓

Check Payable to Inquirer and Mirror: \$266.90 Legal Notice Fee: Ck #: ✓

**Note:** Nantucket Town Bylaw requires holders of certain categories of licenses and permits to be current on payment of various municipal charges. If a license or permit applicant has neglected to pay any "local taxes, fees, assessments, betterments or other municipal charges", such licenses or permits are subject to non-renewal or revocation by the Board of Selectmen. Please contact the Tax Collector office (508-228-7200 x7047 or x7048) to determine your current payment status before picking up your new/transferred CV license.

Approved: [Signature] Date: 5/9/16  
Town Mgr.

## **PUBLIC HEARING**

**Please be advised that a Public Hearing will be held on Wednesday, April 20, 2016 at 6:00PM to hear an application for a New Common Victualler license for Bug and Birdcage LLC d/b/a Town Pool, Sean Daw, Manager for the premises located at 31 Easy Street, Nantucket, MA, 02554. The establishment will offer the sale of take-out foods and retail merchandise. Daily hours of operation will be 9:00AM to 10:00PM. The hearing will take place at the Public Safety Facility, 4 Fairgrounds Road, 1st Floor Community Room, Nantucket MA 02554.**

**D24**

**BOARD OF SELECTMEN**

**From:** [Sean Dew](#)  
**To:** [Erika Mooney](#)  
**Subject:** Information for TownPool  
**Date:** Wednesday, July 13, 2016 4:15:48 PM  
**Attachments:** [20160711153313921.pdf](#)

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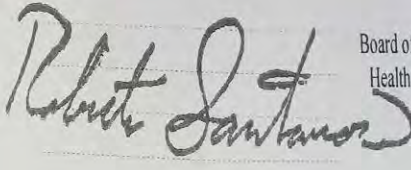
Hi Erika,

Attached is both our COI and Health Licence please add these to the selectman's packets for our meeting next week.

Thank you.

Have a wonderful day,

Sean

|                                                                                             |                   |                                     |
|---------------------------------------------------------------------------------------------|-------------------|-------------------------------------|
| COMMONWEALTH OF MASSACHUSETTS                                                               |                   | NUMBER                              |
| Town of Nantucket                                                                           |                   | BHP-2016-0428                       |
| Board of Health                                                                             |                   | FEE                                 |
| <u>TOWN POOL</u>                                                                            |                   | \$150.00                            |
| NAME                                                                                        |                   | DATE ISSUED                         |
| 31 EASY ST                                                                                  |                   | July 01, 2016                       |
| ADDRESS                                                                                     |                   |                                     |
| IS HEREBY GRANTED A Food Service Establishment License                                      |                   |                                     |
| Food Service Establishment                                                                  |                   |                                     |
| This permit is granted in conformity with the Statutes and ordinances relating thereto, and |                   |                                     |
| expires                                                                                     | December 31, 2016 | unless sooner suspended or revoked. |
|          |                   | Board of Health                     |
| Roberto Santamaria                                                                          |                   |                                     |

OTES: TAKE-OUT ESTABLISHMENT

Sean Dew  
774-236-9035  
[Instagram](#)





# The Commonwealth of Massachusetts

Town of Nantucket

## Certificate of Inspection

In accordance with 780 CMR, Chapter 1 (*The Eighth Edition of the Massachusetts State Building Code*) and Chapter 304 of the Acts of 2004 (*an Act to further enhance fire and life safety*), this certificate of inspection is issued to the premise or structure or part thereof as herein identified.

|                             |                       |             |              |             |              |                        |
|-----------------------------|-----------------------|-------------|--------------|-------------|--------------|------------------------|
| Issued to                   | Name of Establishment |             |              |             |              | Certificate No.        |
|                             | TOWN POOL             |             |              |             |              | 268-16                 |
| Located at                  | Property Address      |             |              |             |              | Certificate Expiration |
|                             | 31 Easy Street        |             |              |             |              | 07/31/16               |
| Use Group Classification(s) | Patio Seating         | First Floor | Second Floor | Third Floor | Fourth Floor | Other                  |
|                             | A-2                   | A-2         | A-2          |             |              |                        |
| Allowable Occupant Load     | 40                    | 65          | 48           |             |              |                        |

This *certificate of inspection* is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. *Failure to post or tampering with the contents of the certificate is strictly prohibited.*

|                                               |  |                                                          |  |                    |            |
|-----------------------------------------------|--|----------------------------------------------------------|--|--------------------|------------|
| Signature of Municipal Fire Chief or Designee |  | Signature of Municipal Building Commissioner or Designee |  | Date of Inspection | 07/05/2016 |
|                                               |  |                                                          |  | Date of Issuance   | 07/11/16   |

**From:** [Janine Torres](#)  
**To:** [Erika Mooney](#)  
**Subject:** RE: BOS Agenda Item  
**Date:** Thursday, July 14, 2016 7:32:11 AM  
**Attachments:** [image003.png](#)  
[image004.png](#)

---

Hi Erika

I'll ask Tom to put something together and I'm sure he'll be at the meeting.

Thanks

Janine M. Torres  
Office Manager  
**Nantucket Memorial Airport**  
14 Airport Rd, Unit 1  
Nantucket, MA 02554  
(508) 325-5303  
(508)-325-5306 Fax  
(508) 901-0726 Cell

---

**From:** Erika Mooney [mailto:EMooney@nantucket-ma.gov]  
**Sent:** Wednesday, July 13, 2016 4:35 PM  
**To:** Janine Torres <jtorres@nantucketairport.com>  
**Subject:** RE: BOS Agenda Item  
**Importance:** High

Janine:

Can we get a narrative from the Airport outlining this matter for the packet?

Also, who is going to review this at the meeting with the BOS?

Erika

Erika D. Mooney  
*Project Administrator*  
Town of Nantucket  
16 Broad Street  
Nantucket MA 02554  
508-228-7266  
508-228-7272 Fax

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**From:** Janine Torres [mailto:jtorres@nantucketairport.com]  
**Sent:** Thursday, June 23, 2016 2:27 PM  
**To:** Erika Mooney  
**Subject:** FW: BOS Agenda Item

Hi Erika

Attached is a revised Order of Taking for the 7/20/16 BOS meeting. Turns out there was an error of the Certificate of Title reference. Thanks to Eleanor, it was corrected. Please replace the version I had sent you on 6/7.

The Public Hearing notice is scheduled to run in the I&M on 7/7 and 7/14.

Thanks!

Janine M. Torres  
Office Manager  
**Nantucket Memorial Airport**  
14 Airport Rd, Unit 1  
Nantucket, MA 02554  
(508) 325-5303  
(508)-325-5306 Fax

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF NANTUCKET  
BOARD OF SELECTMEN

ORDER OF TAKING BY EMINENT DOMAIN  
LOT 24, OKORWAW AVENUE

The undersigned being the majority of the duly elected and serving members of the Board of Selectmen of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts (“Town”), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as Amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote adopted by the Town on Article 104 at its 2014 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the fee in that certain parcel of land comprising portions of Okorwaw Avenue described below (“Parcel”) is required for airport purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owners of the Parcel, those who hold easements and any other rights to, in, on, over, across, upon or under the Parcel, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the fee in the Parcel, including but not limited to all rights of passage, if any, as follows:

The land shown on a plan of land entitled “Plan of Land in Nantucket, J.H. Robinson, Surveyor, October 1931” (the “Plan”), recorded with the Nantucket Registry District of the Land Court as Plan No. 17745-A and noted on Certificate of Title No. 25491 issued by said Nantucket Registry District, consisting of the following Parcel described on the Plan:

| <u>Parcel</u>      | <u>Address/Location</u>  | <u>Area ±</u>                  |
|--------------------|--------------------------|--------------------------------|
| Lot 24             | Okorwaw Avenue           | 10,000 s.f.                    |
| <u>Assessor ID</u> | <u>Supposed Owner(s)</u> | <u>Title Reference</u>         |
| Map 78             | Victor E. Gatto          | Certificate of Title No. 25491 |
| Lot 7 (portion of) | Gillian Gatto            |                                |
|                    | Richard W. Gatto         |                                |

Any and all streets, ways, trees, vegetation, structures and improvements located in, on, over, across, upon and under the Parcel are included in this Order of Taking.

In accordance with the provisions of Massachusetts General Laws Chapter 79, as amended, an award of Three Thousand Five Hundred Dollars (\$3,500) is made for the Parcel.

If any party named hereinabove as an owner of the Parcel taken hereby is not a true owner of said Parcel, then the award is made only to the true owner(s) of said Parcel.

[Signatures to appear on next page.]



Adopted under seal this       day       , 2016.

TOWN OF NANTUCKET  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
James R. Kelly

\_\_\_\_\_  
Dawn E. Hill Holdgate

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Robert DeCosta

\_\_\_\_\_  
Matthew G. Fee

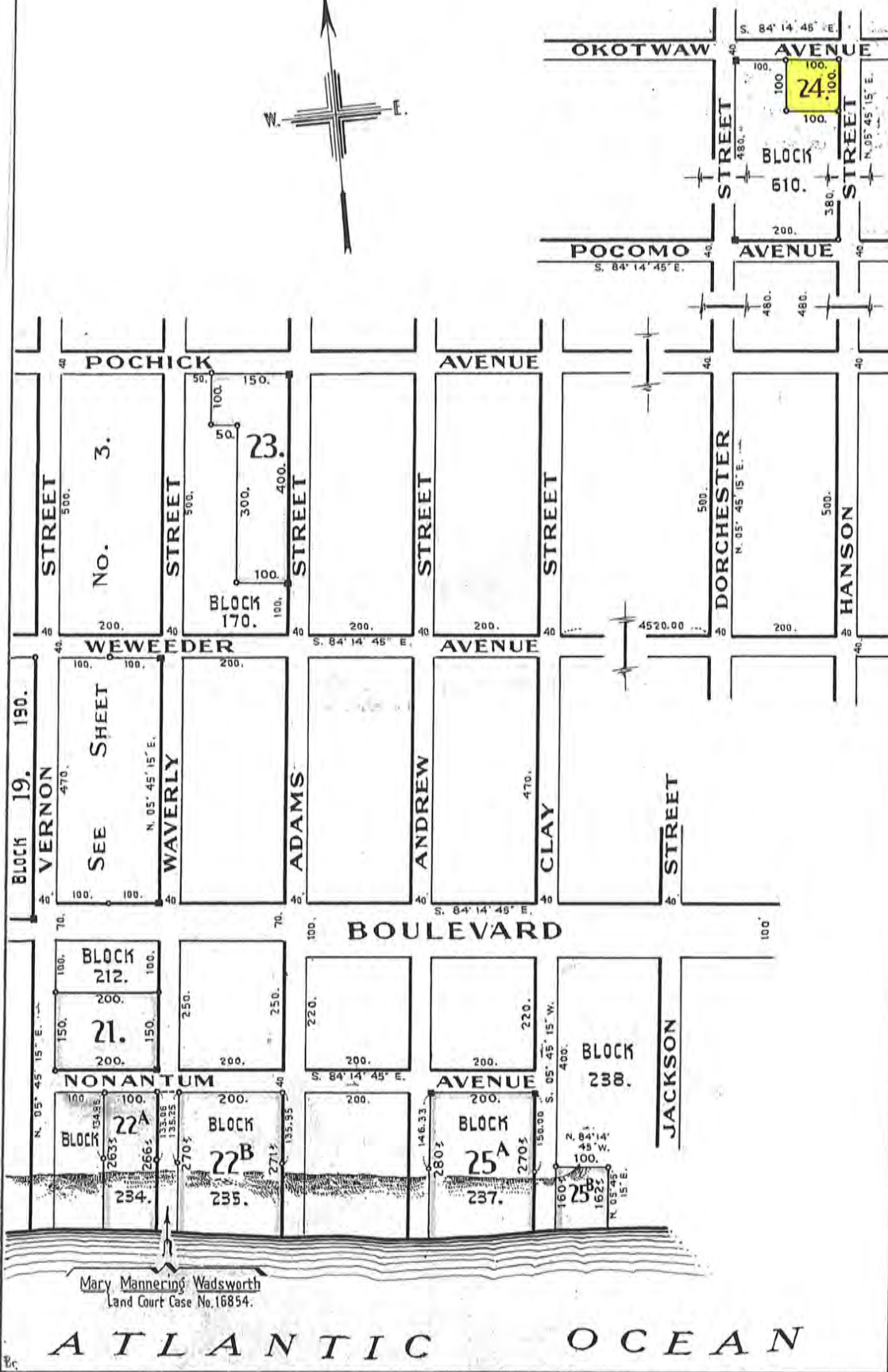
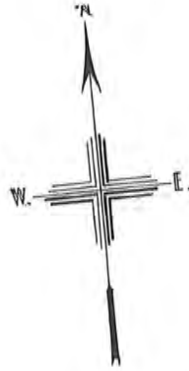
COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss.

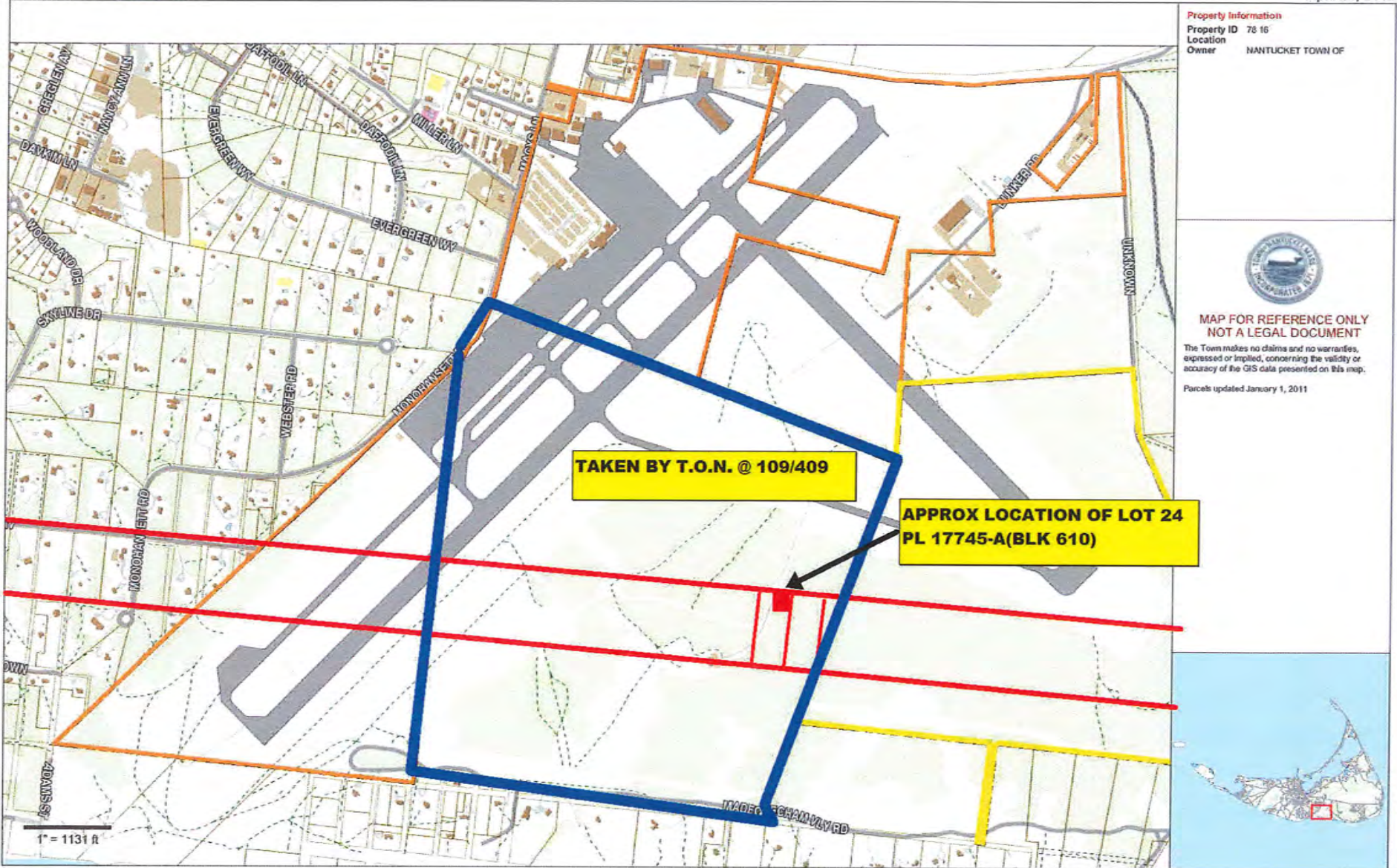
On this       day of       , 2016, before me, the undersigned Notary Public, personally appeared James R. Kelly, Dawn E. Hill Holdgate, Rick Atherton, Robert DeCosta, and Matthew G. Fee, as members of the Board of Selectmen for the Town of Nantucket, proved to me through satisfactory evidence of identification which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free act and deed of the Board of Selectmen of the Town of Nantucket.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

17745A  
Sheet 4.



This plan filed with Certificate No. 2494



## UTILITY PETITIONS DEPARTMENTAL COMMENTS

APPLICANT: Nantucket Electric Company  
TYPE: Manhole and Duct Locations  
SITE ADDRESS: Liberty Street at Walnut Lane  
HEARING DATE: July 20, 2016

---

### COMMENTS

NPD: The NPD does not have any concerns with this petition. Police Details will be required when construction starts.  
-- William Pittman  
Police Chief

FIRE: NFD has no comments or concerns.  
-- Paul Rhude  
Fire Chief

PLANNING: No concerns other than they should repair the sidewalk when finished.  
-- Leslie Snell  
Deputy Director

DPW: The handholes must be installed flush with the sidewalk and the bricks or other sidewalk surface must be continuous to the newly installed handholes. There cannot be any time that the area is left with a hole or depression of any kind.  
-- Kara Buzanoksi  
Director

WWCo: Wannacomet has no objection to this petition. However, we would like to be notified 48 hours in advance so that we can mark out the existing water utilities.  
-- Bob Gardner  
General Manager

D. FREDERICKS: Normal issues with timely restoration give the location. It also appears Liberty will need to be closed for a large portion of the day; NGrid should make every effort to inform necessary groups.





May 16, 2016

Town of Nantucket  
Board of Selectmen  
16 Broad Street  
Nantucket, MA 02554

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.


If you have any questions regarding this permit please contact:

Angela Birch 401-784-7726

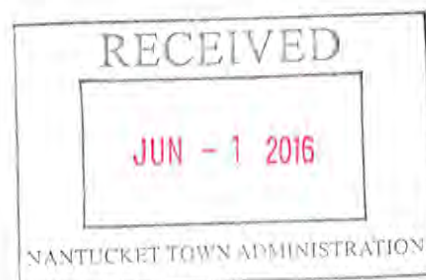
If this petition meets with your approval, please return an executed copy to:

National Grid Contact: Angela Birch; 280 Melrose Street; Providence, RI

Very truly yours,

  
Christopher Raymond, Engineering  
Supervisor, Distribution Design

Enclosures



**PETITION FOR MANHOLE AND DUCT LOCATIONS**

*Town Copy*

May 16, 2016

To the Board of Selectmen  
of the Town of Nantucket, Massachusetts

**NANTUCKET ELECTRIC COMPANY** requests permission to locate manholes, wires, and ducts, including the necessary sustaining and protecting fixtures, along the following public way:

**Liberty & Walnut**

**NGRID request install a handhole #7-2 in the sidewalk at the intersection of Liberty and Walnut St and install 1-3" conduit across Liberty St from handhole #7-1 to new handhole #7-2 as shown on sketch.**

Wherefore it prays that after due notice and hearing as provided by law, it may be granted a location for and permission to install and maintain manholes, ducts and wires, together with such sustaining and protecting fixtures as it may find necessary, said manholes and ducts to be installed substantially in accordance with the plan filed herewith marked:--

**NANTUCKET ELECTRIC COMPANY**

Plan No. **21624724** Dated: **05/13/2016**

**NANTUCKET ELECTRIC COMPANY**

By: *Christopher Raymond*  
Manager of Distribution Design

**ORDER FOR MANHOLE AND DUCT LOCATIONS**

Nantucket, MA 02554

May 16, 2016

By the Board of Selectmen  
of the Town of Nantucket, Massachusetts

Notice having been given and public hearing held, as provided by law, IT IS  
HEREBY ORDERED:

that **NANTUCKET ELECTRIC COMPANY** be and they are hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition of said Company dated the **16th day of May, 2016**

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked--

**NANTUCKET ELECTRIC COMPANY**

Plan No. **21624724** Dated: **05/13/2016**

The following are the public ways or parts of ways along which the underground electric conduits above referred to may be laid--

**Liberty & Walnut**

**NGRID request to install a handhole #7-2 in the sidewalk at the intersection of Liberty and Walnut St and install 1-3" conduit across Liberty St from handhole #7-1 to new handhole #7-2 as shown on sketch.**

**Also, there shall be a reservation of one (1) underground conduit for the fire, police, telephone, internet and telegraph signal wires belonging to and used by the municipality for any municipal purpose.**

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Nantucket, Massachusetts  
held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016

\_\_\_\_\_  
Clerk of Selectmen

Received and entered in the records of location orders of the Town of Nantucket, Massachusetts

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Attest: \_\_\_\_\_  
Town Clerk



I hereby certify that on \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.,  
at \_\_\_\_\_ a public hearing was held on the petition of

**NANTUCKET ELECTRIC COMPANY**

for permission to excavate the public highways and to run and maintain underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires and fixtures under said order. And that hereupon said order was duly adopted.

Selectmen of the Town of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Nantucket, Massachusetts

**CERTIFICATE**

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Nantucket, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 2016 and recorded with the records of location orders of said Town, Book \_\_\_\_\_, Page \_\_\_\_\_.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: \_\_\_\_\_  
Town Clerk

**Pole & UG Petition/Permit Request Form**

City  
Town of Nantucket WR # 21624724  
(circle one)

Install \_\_\_\_\_ SO  
(quantity) JO Poles on \_\_\_\_\_  
(circle one) (street name)

Remove \_\_\_\_\_ SO  
(quantity) JO Poles on \_\_\_\_\_  
(circle one) (street name)

Relocate \_\_\_\_\_ SO  
(quantity) JO Poles on \_\_\_\_\_  
(circle one) (street name)

Beginning at a point approximately 10 feet West of the centerline  
(distance) (compass heading)

of the intersection of Walnut St  
(street name)

and continuing approximately 25' feet in a southerly direction.  
(distance) (compass heading)

Install underground facilities:

Street(s) across Liberty St

Description of Work:

Install a handhole # 7-2 in the sidewalk at the intersection of Liberty and Walnut St and install 1 - 3" conduit across Liberty St from handhole #7-1 to new handhole #7-2 as shown on sketch.

ENGINEER S.Breton

DATE 5/13/16

17 LIBERTY ST  
ID 42.3.4 110

15 LIBERTY ST  
ID 42.3.4 67

Liberty St

12 LIBERTY ST  
ID 42.3.4 68

77 MAIN ST  
ID 42.3.4 25

Walnut Ln

pole 7




handhole 7-1

1 - 3" conduit

proposed handhole 7-2

25' +/-

LEGEND

-  Existing jointly owned pole
-  Proposed 1-3" conduits
-  Handhole

12 Liberty St Nantucket  
Petition Sketch

Date: 05/09/16

Designer: S.Breton

Work Request: 21624724

**nationalgrid**

VAUGHAN, DALE, HUNTER AND BEAUDETTE

PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

WHALER'S LANE

P.O. BOX 659

NANTUCKET, MASSACHUSETTS 02554

TEL: (508) 228-4455

FAX: (508) 228-3070

EDWARD FOLEY VAUGHAN

KEVIN F. DALE

RICHARD P. BEAUDETTE

—  
LORI D'ELIA

BRYAN J. SWAIN

WILLIAM F. HUNTER

OF COUNSEL

July 12, 2016

**BY HAND DELIVERY**

Nantucket Board of Selectmen

Town and County Building

16 Broad Street

Nantucket, Massachusetts 02554

*Re: Nantucket Island Management, LLC  
d/b/a White Elephant Hotel Residences  
19 North Water Street / 19 South Beach,  
29 North Water Street & 72 Easton Street,  
Nantucket, MA 02554  
CV License Application  
Supplemental Letter*

Dear Nantucket Board of Selectmen:

I represent Nantucket Island Management, LLC d/b/a *White Elephant Hotel Residences*, a Massachusetts Limited Liability Company. My client is to appear before the Board on July 20, 2016 for the hearing for a Common Victualler (CV) License to service 19 North Water Street / 19 South Beach, 29 North Water Street & 72 Easton Street Nantucket, MA 02554 ("The Premises").

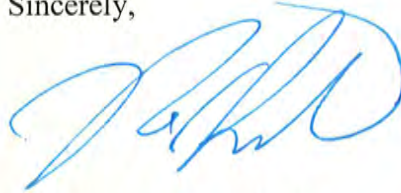
My client currently holds a Common Victualler License for the Premises that limits food service to the Pool food service station. The purpose of this application is to add the

newly renovated commercial kitchen that is located in the main building on the Premises as a secondary food service station.

My client would like to use the commercial kitchen in the main building to service the entire Premises of the White Elephant Hotel Residences including the rooms located therein. The kitchen at the pool will also remain in service.

Thank you for your help and if you have any question, please do not hesitate to call me at 774-236-9035. Please note that I reserve the right to supplement this application with further materials at a later time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Richard P. Beaudette', with a large, stylized initial 'R'.

Richard P. Beaudette, Esq.

RPB/BJS

Encl:

cc: Nantucket Island Management LLC

## SECTION II

### DEPARTMENTAL PRE-APPROVAL FORM (4 INSPECTION DEPARTMENTS)

THIS FORM MUST BE SIGNED BY THE FOLLOWING DEPARTMENTS AND RETURNED TO LICENSING AT LEAST 1 WEEK (7 DAYS) PRIOR TO THE SCHEDULED PUBLIC HEARING. THESE SIGNATURES INDICATE ONLY THAT A CV LICENSE MAY OPERATE AT THAT SPECIFIC LOCATION.

ADDITIONAL FINAL INSPECTION DOCUMENTS ARE REQUIRED BEFORE RELEASE OF LICENSE:

1) A COPY OF THE APPLICANT'S "CERTIFICATE OF INSPECTION" (COI) SIGNED BY BUILDING AND FIRE DEPARTMENTS (EXPIRED COI'S WILL NOT BE ACCEPTED).

2) A COPY OF THE APPLICANTS "HEALTH CERTIFICATE" SIGNED BY THE HEALTH DEPARTMENT. NO LICENSES WILL BE RELEASED UNTIL THESE VALID CERTIFICATES HAVE BEEN FILED WITH THE LICENSING OFFICE AT 4 FAIRGROUNDS ROAD.

BUSINESS NAME OF APPLICANT: Nantucket Island Management, LLC

BUSINESS D/B/A (Doing Business As): White Elephant Hotel Residences

STREET ADDRESS OF BUSINESS: 19 North Water Street

EMAIL ADDRESS OF BUSINESS: Rick@vdhlaw.com

BUSINESS TELEPHONE: 508-228-4455

MANAGER'S NAME: Bettina Landt

CELL PHONE: 508-221-7823

HEALTH DEPARTMENT: 3 E. Chestnut Street: Approved: ☒ Not Approved: ☐

COMMENTS: A "Plan Review" Has Been approved

SIGNATURE: A. B. Lavelley DATE: 6/29/16

BUILDING DEPARTMENT: 2 Fairgrounds Road: Approved: ☒ Not Approved: ☐

COMMENTS: Building UNDER RENOVATION C.O. Required

SIGNATURE: [Signature] DATE: 6/29/16

ZONING ENFORCEMENT: 2 Fairgrounds Road: Approved: ☒ Not Approved: ☐

COMMENTS: Restaurant  
Occupancy restricted to 170 persons; hrs. 6am - 1:00am; Per MCD #12-05

SIGNATURE: [Signature] DATE: 6/29/16

FIRE DEPARTMENT: 131 Pleasant Street: Approved: ☒ Not Approved: ☐

COMMENTS: Pal ml

6/29/16

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



2016-98

\$50.00

**TOWN OF NANTUCKET**

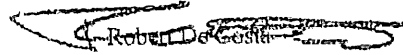
This is to certify that Nantucket Island Management, LLC dba  
White Elephant Hotel Residences  
19 S. Beach Street, 25R/29 N. Water Street, 72 Easton Street, Nantucket, MA 02554  
Bettna Landt, Manager

**IS HEREBY GRANTED A  
COMMON VICTUALLER'S LICENSE**

In said establishment and at that place only and expires December 31, 2016 unless sooner suspended or revoked for violation of laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws Chapter 140 and amendments thereto. All licensees are responsible for maintaining a clean orderly appearance daily by sweeping and disposing of all trash and debris from the sidewalk area in front of the establishment. Per Planning Board Amendment to MCD Special Permit #48-08, kitchen equipment requiring a commercial hood or commercial vent SHALL NOT be permitted as part of the "service kitchen". This condition is intended to address concerns about noise and odor being generated by the "service kitchen". In testimony whereof, the undersigned has hereunto affixed his official signature.

Licensed premises  
must be closed by 1:00AM.  
Date Approved: 12/16/2015

Chairman, Board of Selectmen

  
Robert DeGesta

## The General Laws of Massachusetts

[Search the Laws](#)

## PART I. ADMINISTRATION OF THE GOVERNMENT

## TITLE XX. PUBLIC SAFETY AND GOOD ORDER

Go To:  
[Next Section](#)  
[Previous Section](#)  
[Chapter Table of Contents](#)  
[MGL Search Page](#)  
[General Court Home](#)  
[Mass.gov](#)

## CHAPTER 140. LICENSES

## THEATRICAL EXHIBITIONS, PUBLIC AMUSEMENTS, ETC.

**Chapter 140: Section 181. Theatrical exhibitions, etc.; licenses; fees; applications; suspension or revocation; workers' compensation coverage**

Section 181. The mayor or selectmen may, except as provided in section one hundred and five of chapter one hundred and forty-nine, grant and set the fee for, upon such terms and conditions as are described hereinafter, a license for theatrical exhibitions, public shows, public amusements and exhibitions of every description, to be held upon weekdays only, to which admission is obtained upon payment of money or upon the delivery of any valuable thing, or in which, after free admission, amusement is furnished upon a deposit of money in a coin controlled apparatus, but in no event shall any such fee be greater than one hundred dollars. Notwithstanding the limitations of this paragraph, a license granted to a movie theater, including any drive-in theater, for the exhibition of motion pictures shall permit such exhibition seven days per week. The fee for such license shall not exceed the total amounts paid by a licensee for licenses issued in 1997 under this section and section 4 of chapter 136 then in effect; provided, however, that the fee for such license shall not be greater than \$500.

The application for such a license shall be in writing and shall fully and specifically describe the conditions of the proposed exhibition, show, or amusement and the premises upon which the proposed exhibition, show, or amusement is to take place, to the extent that such conditions or premises would affect the public safety, health or order. Upon written request of the mayor or selectmen, the applicant shall in addition furnish reasonable information concerning the conditions of the premises and actions to be taken in order to prevent danger to the public safety, health, or order. Within thirty days following receipt of such application, the mayor or selectmen shall grant a license or shall order a hearing preceded by at least ten days written notice to the applicant. Within forty-five days next following the close of such hearing, the mayor or selectmen shall grant such license or shall deny such license upon a finding that issuance of such a license would lead to the creation of a nuisance or would endanger the public health, safety or order by:

- if denying must use this criteria*
- (a) unreasonably increasing pedestrian traffic in the area in which the premises are located or
  - (b) increasing the incidence of disruptive conduct in the area in which the premises are located or
  - (c) unreasonably increasing the level of noise in the area in which the premises are located.

Notice of such a denial shall be delivered to the applicant in writing and shall be accompanied by a statement of the reasons therefor. No application shall be denied if the anticipated harm is not significant or if the likelihood of its occurrence is remote. The mayor or selectmen may impose conditions upon a license but said conditions may only relate to compliance with applicable laws or ordinances, or to public safety, health or order, or to steps required to be taken to guard against creation of a nuisance or

to insure adequate safety and security for patrons or the affected public.

No applicant having been denied a license as aforesaid shall submit the same or a similar application within one year of said denial without including in said new application facts showing that the circumstances upon which the original denial was based have substantially changed.

The mayor or selectman may revoke or suspend a license granted pursuant to the provisions of this section upon finding, after a hearing preceded by ten days written notice to the licensee, that conditions exist which would have justified denial of the original application for such license provided, that the mayor or selectmen may petition the superior court department of the trial court to enjoin any violation of this section.

No license shall issue, however, for a traveling carnival, circus or other such traveling amusement which does not have its principal place of business within the commonwealth unless the licensee certifies that he has provided by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed by said licensee and that such insurance shall continue in full force and effect during the term of the license; and the licensee further certifies that he has obtained a policy of public liability insurance in the amount of at least twenty-five thousand dollars to pay any claims or judgments rendered against the licensee in favor of patrons or others to recover damages resulting from the negligence of the licensee. The amount of insurance of the policy hereinbefore required or in effect shall not limit or impair any right of recovery to which any plaintiff may be entitled in excess of such amount.

VAUGHAN, DALE, HUNTER AND BEAUDETTE

PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

WHALER'S LANE

P.O. BOX 659

NANTUCKET, MASSACHUSETTS 02554

TEL: (508) 228-4455

FAX: (508) 228-3070

EDWARD FOLEY VAUGHAN

KEVIN F. DALE

RICHARD P. BEAUDETTE

—  
LORI D'ELIA

BRYAN J. SWAIN

WILLIAM F. HUNTER

OF COUNSEL

July 12, 2016

**BY HAND DELIVERY**

Nantucket Board of Selectmen

Town and County Building

16 Broad Street

Nantucket, Massachusetts 02554

Re: *Nantucket Island Management, LLC*  
*d/b/a White Elephant Hotel Residences*  
*19 North Water Street / 19 South Beach,*  
*29 North Water Street & 72 Easton Street,*  
*Nantucket, MA 02554*  
*Entertainment License Application*  
*Supplemental Letter*

Dear Nantucket Board of Selectmen:

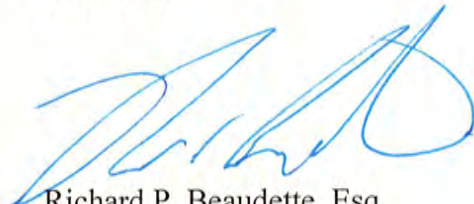
I represent Nantucket Island Management, LLC d/b/a *White Elephant Hotel Residences*, a Massachusetts Limited Liability Company. My client is to appear before the Board on July 20, 2016 for the hearing for an Entertainment License at 19 North Water Street / 19 South Beach, 29 North Water Street & 72 Easton Street Nantucket, MA 02554 ("The Premises").

The Applicant desires to have entertainment throughout the interior of all buildings located thereon, and the lawn area adjacent to the function space as well as around the

pool area located at 19 North Water Street / 19 South Beach Street, 29 North Water Street, and 72 Easton Street. The entertainment will include live entertainment, with vocals and instruments, a disc jockey, karaoke, dancing by patrons, exhibitions and trade shows, radio, dxm, cd player, ipod usage and floor shows. The Special Permit for the Premises limits outdoor music to 8:00 p.m. Please see the Entertainment License for a more detailed description of the entertainment to be held on the Premises.

Thank you for your help and if you have any question, please do not hesitate to call me at 774-236-9035. Please note that I reserve the right to supplement this application with further materials at a later time.

Sincerely,



Richard P. Beaudette, Esq.

RPB/BJS

Encl:

cc: Nantucket Island Management LLC

**TOWN AND COUNTY OF NANTUCKET**  
**NEW ENTERTAINMENT LICENSE APPLICATION**  
**APPLICATION FOR LIVE AND NON-LIVE ENTERTAINMENT LICENSE**

Please complete this application, sign, date and return with all requested documents to  
**LICENSING OFFICE, 4 FAIRGROUNDS ROAD, NANTUCKET MA 02554**  
Office hours: Monday-Friday 8:00AM – 4:00PM  
508-325-4137  
[amcandrew@police.nantucket-ma.gov](mailto:amcandrew@police.nantucket-ma.gov)

1. Describe specifically where on the premises you wish to have Entertainment (Indoors? Outdoors?)

The Applicant desires to have entertainment throughout the interior of all buildings located thereon,

in and around the pool area, and throughout the exterior of the Premises located at 19 North Water Street / 19 South Beach Street, 29 North Water Street, and 72 Easton Street.

2. Telephone number for business establishment: 508-228-1500

Please check below; Categories of Entertainment for which you are applying:

All commonly used band instruments, including but not limited to: Piano, Guitar, Saxophone,

3. Instrumental Music ☒ Types of Instruments: String Instruments, Drums, Electronic Synthesizer  
Total Number of Instruments? Eight or less

4. Vocal Music ☒ Number of Vocalists? Four

5. Disc Jockey ☒ Karaoke ☒ 6. Dancing by Patrons ☒ Describe Size/Location of

The Applicant occasionally rents a temporary dance floor for weddings and other

Dance Floor on premises: events that require a dance floor.

with each event.

Hours of Dancing by Patrons: 8:00 a.m to 1:00 a.m

The applicant will have trade shows, fund raisers and seminars on an occasional basis.

7. Exhibition or Trade Show ☒ Describe \_\_\_\_\_

8. Movie Theatre ☐ Number of Screens? \_\_\_\_\_

9. Stage Plays ☐ Number of Stages? \_\_\_\_\_

10. Radio ☒ DMX ☒ CD Player ☒ I-Pod ☒ Other \_\_\_\_\_

11. Number of Widescreen TV's and Locations? 4 Widescreen TVs & 3 Projector in the interior Ball Room  
6 Widescreen TVs in the Pool area; one in each Cabana.

12. Floor Shows ☒ Describe Type/Hours (i.e. Comedian, etc.) The Applicant will host weddings

and other similar events where a professional performer will entertain guests.

13. Will Entertainment be AMPLIFIED via speakers, sound system, other? Yes ☒ No ☐

The respective style of music, as indicated above, will be amplified for dancing, background music & ambiance.

If YES, please explain details Vocals will be amplified for weddings, Exhibitions & Trade Shows, Karaoke and Floor Shows.

14. If athletic event(s) are to be held, please describe \_\_\_\_\_

15. Will an Admission/Cover fee be charged? Yes ☐ No ☒

If YES, describe types of Entertainment and \$ Amount of Cover Charge: \_\_\_\_\_

15. Hours during which Entertainment will be offered (A.M. and P.M.)?

|           |      |           |    |         |
|-----------|------|-----------|----|---------|
| Monday    | From | 8:00 a.m. | To | 1:00 am |
| Tuesday   | From | 8:00 a.m. | To | 1:00 am |
| Wednesday | From | 8:00 a.m. | To | 1:00 am |
| Thursday  | From | 8:00 a.m. | To | 1:00 am |
| Friday    | From | 8:00 a.m. | To | 1:00 am |
| Saturday  | From | 8:00 a.m. | To | 1:00 am |
| Sunday    | From | 8:00 a.m. | To | 1:00 am |

16. Please list all other business licenses associated with the premises (Liquor, CV, Sunday Entertainment License from State, etc.):

Liquor, CV, Sunday Entertainment

LICENSE MANAGER OF RECORD

1. Proposed Manager of Record Bettina Landt Email: blandt@niresorts.com  
c/o Vaughan, Dale, Hunter and Beaudette, P.C.
2. Home Address 2 Whalers Lane, Nantucket, MA 02554
3. Telephone/Cell Phone 508-228-4455 / \_\_\_\_\_ SSN [REDACTED]
4. Date of Birth [REDACTED] Place of Birth [REDACTED]
5. Mother's Maiden Name [REDACTED]

WITHIN THE PAST SEVEN (7) YEARS, HAS THE PROPOSED MANAGER BEEN  
CONVICTED OF A FELONY OR A VIOLATION OF A STATE OR FEDERAL NARCOTICS LAW?

Yes: (Please explain) \_\_\_\_\_

No: ☒



OPERATIONS

- 1) Proposed capacity of premises: 405
- 2) Number of Restrooms 7 Number of Egresses 7
- 3) Days/Hours of Operation for Liquor License? Monday - Saturday 8:00 a.m. to 1:00 a.m. & Sunday 11:00 a.m. to 1:00 a.m.
- 4) Days/Hours of Operation for CV License? Monday - Sunday 8:00 a.m. to 1:00 a.m.
- 5) a. Number of employees on premises during peak hours? 34  
7:00 a.m - 3:00 p.m.: 27 Employees
- b. Number of employees on premises at any given time? 3:00 p.m. - 11:00 p.m.: 16 employees. 1 over night employee
- c. Number of Managers or designated person in charge at any given time? 2

BUSINESS ORGANIZATION

Please check the applicable section:

1. The business for which this application is being filed is a:
- ☐ Sole Proprietorship (Please state owner's name) \_\_\_\_\_  
DBA \_\_\_\_\_
- ☐ Partnership (List Partner names) \_\_\_\_\_  
DBA \_\_\_\_\_
- ☒ Corporation, LLC (If the applicant is a corporation, give the name and home address of each Officer, Director and Shareholder and the % of stock held by each person)  
Nantucket Island Management, LLC  
DBA White Elephant Hotel Residences
2. Employer EIN/FID: 04-3436262
3. If new ownership, please indicate previous d/b/a, owner and date you assumed ownership \_\_\_\_\_
4. Was there an approved transfer of an Alcoholic Beverages or CV license within the past 12 months?  
☐ Y ☒ N If YES, when? \_\_\_\_\_
5. Do you have any financial or corporate relationship with the prior owner? Select  
If YES, please describe: \_\_\_\_\_
6. Does any person who holds direct or indirect interest in this premises hold direct or indirect interest in any other premises which has an Entertainment license in the Town of Nantucket?  
Select If YES, please describe: White Elephant Hotel / Brant Point Grill, THE WAUWINET INN, JARED COFFIN HOUSE

7. Has any person who holds direct or indirect interest in the premises ever been denied an Entertainment license or had an Entertainment license suspended, revoked, or voluntarily surrendered an Entertainment license in any jurisdiction? **Select** If YES, please attach an explanation on a separate page with dates and the name of the person with the aforementioned interest.
8. Has the applicant, or officer of the applicant: (If YES, please attach an explanation.
- a. Been convicted of a felony in the past seven (7) years? **Select**
- b. Held any interest in an Alcoholic Beverage or CV license which has been suspended or revoked or voluntarily surrendered? **Select**
- c. Have any knowledge of illegal activity by its principals which may effect this license or the licensed premises? **Select**

STATEMENT OF APPLICANT

Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief, and that there are no other indirect interests in this license other than those indicated in this application.

Signature of Applicant: *Richard P. Beaudette* Date: June 28, 2016

Print Applicant's Full Name: Nantucket Island Management LLC by Richard P. Beaudette, Esq.

Applicant's Relationship to Business Entity: Attorney

TOWN OF NANTUCKET BOARD OF SELECTMEN

Approved: YES ☐ NO ☐ Date: \_\_\_\_\_

Town Manager Signature: \_\_\_\_\_

Licensing Board Conditions/Restrictions/Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Board of Selectmen Liquor License Public Hearing Process

---

### Liquor License Public Hearing Process

1. The chairman opens the public hearing and may outline the procedure to be followed.
2. The applicant reviews their pending application.
3. Public comment is taken.
  - If applicable, read into record any written objections received from school, church or hospital located within 500 feet.
4. The chairman invites questions from the Board and closes the public hearing.
5. The Board makes a decision to approve or deny.
6. Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, denials must be based on reasonable grounds; ABCC and courts prefer findings based on:
  - the appropriateness of a liquor license at a particular location
  - the number of existing dispensaries in Town
  - the views of the inhabitants of the locality in which a license is sought
  - traffic, noise, size (typically applies to a new location)
  - the sort of operation that carries the license
  - the reputation of the applicant
7. A written decision is required to be sent to the applicant. No need for reasons if the application is simply approved, but if there is a denial or conditions are imposed, the reasoning for this is required to be in the decision. Therefore, the Board should vote on basis for denial or conditions as well [concerns with traffic, another licensee located adjacent to property, limiting hours, etc.].

VAUGHAN, DALE, HUNTER AND BEAUDETTE

PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

WHALER'S LANE

P.O. BOX 659

NANTUCKET, MASSACHUSETTS 02554

TEL: (508) 228-4455

FAX: (508) 228-3070

EDWARD FOLEY VAUGHAN

KEVIN F. DALE

RICHARD P. BEAUDETTE

—  
LORI D'ELIA

BRYAN J. SWAIN

WILLIAM F. HUNTER

OF COUNSEL

July 12, 2016

**BY HAND DELIVERY**

Nantucket Board of Selectmen

Town and County Building

16 Broad Street

Nantucket, Massachusetts 02554

*Re: Nantucket Island Management, LLC  
d/b/a White Elephant Hotel Residences  
19 North Water Street / 19 South Beach,  
29 North Water Street & 72 Easton Street,  
Nantucket, MA 02554  
Alteration of Premises License Application  
Supplemental Letter*

Dear Nantucket Board of Selectmen:

I represent Nantucket Island Management, LLC d/b/a *White Elephant Hotel Residences*, a Massachusetts Limited Liability Company. My client is to appear before the Board on July 20, 2016 for the hearing of an Alteration of the Licensed Premises at 19 North Water Street / 19 South Beach, 29 North Water Street & 72 Easton Street Nantucket, MA 02554 ("The Premises").

The Applicant desires to include Building #11: function, pre-function, board room and kitchen and also add Building #12 and the Lawn area adjacent to the function space as part of the licensed premises.

Thank you for your help and if you have any question, please do not hesitate to call me at 774-236-9035. Please note that I reserve the right to supplement this application with further materials at a later time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Beaudette', with a large, stylized flourish at the end.

Richard P. Beaudette, Esq.

RPB/BJs

Encl:

cc: Nantucket Island Management LLC



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

☐ For Reconsideration

**FORM 43**  
**MUST BE SIGNED BY LOCAL LICENSING AUTHORITY**

076200207  
ABCC License Number

Nantucket  
City/Town

Local Approval Date

**TRANSACTION TYPE (Please check all relevant transactions):**

- |                                                   |                                                                     |                                                     |                                                     |
|---------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> New License              | <input type="checkbox"/> New Officer/Director                       | <input type="checkbox"/> Pledge of License          | <input type="checkbox"/> Change Corporate Name      |
| <input type="checkbox"/> Transfer of License      | <input type="checkbox"/> Change of Location                         | <input type="checkbox"/> Pledge of Stock            | <input type="checkbox"/> Seasonal to Annual         |
| <input type="checkbox"/> Change of Manager        | <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock          | <input type="checkbox"/> Change of License Type     |
| <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> Issuance of Stock                          | <input type="checkbox"/> New Stockholder            | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> 6-Day to 7-Day License   | <input type="checkbox"/> Management/Operating Agreement             | <input type="checkbox"/> Wine & Malt to All Alcohol |                                                     |

Name of Licensee  EIN of Licensee

D/B/A  Manager

ADDRESS:  CITY/TOWN:  STATE:  ZIP CODE:

Seasonal  All Alcohol  Hotel  Granted under Special Legislation? Yes ☐ No ☒

Annual or Seasonal

Category: (All Alcohol: Wine & Malt; Wine, Malt & Cordials; Wine; Malt) Type: (Restaurant, Club, Package Store, General On Premises, Etc.)

If Yes,  Chapter  Year

**Complete Description of Licensed Premises:**

Pool area including pool cabanas and prep kitchen; Building #1 (Mad Hatter): two stories, including six guest suites; Building #2 (Brant Point): two stories, including six guest suites; Building #6 (Cliffside): two stories, including four guest suites; Building #7 (Madaket): two stories including four guest suites; Building #8 (Manchester): two stories including two guest suites and a loft area; Building #9 (Springfield)" three stories, including three guest suites; Building #11 (Main Building): three stories, including twenty guest suites, lobby and storage space.

Alteration of Premises: Add the following rooms located in Building #11: Function, Pre-function, Boardroom, and Kitchen. Add Building #12 and the lawn area adjacent to the function space to the licensed premises.

Application Filed:  Advertised:  Abutters Notified: Yes ☒ No ☐

Date & Time Date & Attach Publication

Licensee Contact Person for Transaction  Phone:

ADDRESS:  CITY/TOWN:  STATE:  ZIP CODE:

Remarks:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director





The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

PETITION FOR CHANGE OF LICENSE

076200207

ABCC License Number

Nantucket

City/Town

The licensee Nantucket Island Management LLC respectfully petitions the Licensing Authorities to approve the following transactions:

- |                                                                                          |                                                            |
|------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Change of Manager                                               | <input checked="" type="checkbox"/> Alteration of Premises |
| <input type="checkbox"/> Pledge of License/Stock                                         | <input type="checkbox"/> Cordial & Liqueurs                |
| <input type="checkbox"/> Change of Corporate Name/DBA                                    | <input type="checkbox"/> Change of Location                |
| <input type="checkbox"/> Change of License Type (\$12 ONLY, e.g. "club" to "restaurant") |                                                            |

☐ Change of Manager

Last-Approved Manager:

Requested New Manager:

☐ Pledge of License /Stock

Loan Principal Amount: \$

Interest Rate:

Payment Term:

Lender:

☐ Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

☐ Change of License Type

Last-Approved License Type:

Requested New License Type:

☒ Alteration of Premises: (must fill out financial information form)

Description of Alteration:

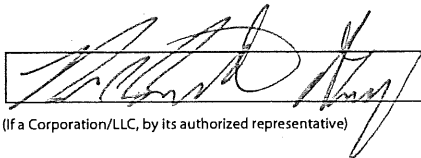
As shown on the attached plans, Applicant is seeking to add the following rooms located in Building #11: function, pre-function, boardroom and kitchen; and to add Building #12 and the "lawn area adjacent to the function space" to the licensed premises.

☐ Change of Location: (must fill out financial information form)

Last-Approved Location:

Requested New Location:

Signature of Licensee

  
(If a Corporation/LLC, by its authorized representative)

Date Signed

6/30/16



## Financial Information:

### Costs Associated with License

|                                |                                           |
|--------------------------------|-------------------------------------------|
| 1. Real Property:              | \$ <input type="text"/>                   |
| 2. Business Purchase:          | \$ <input type="text"/>                   |
| 3. Renovations/Construction:   | \$ <input type="text" value="3,000,000"/> |
| 4. Start up/Operating Capital: | \$ <input type="text"/>                   |
| 5. Inventory:                  | \$ <input type="text"/>                   |
| 6. Goodwill:                   | \$ <input type="text"/>                   |
| 7. Furniture:                  | \$ <input type="text"/>                   |
| 8. TOTAL COST:                 | \$ <input type="text" value="3,000,000"/> |
| 9. TOTAL CASH:                 | \$ <input type="text" value="3,000,000"/> |
| 10. TOTAL FINANCED:            | \$ <input type="text"/>                   |

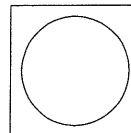
The amounts in items 9 and 10 must total the amount reflected in item 8. **IMPORTANT:** Submit any and all records, documents and affidavits including loan agreements that explain the sources of money for this transaction.



WHITE ELEPHANT  
HOTEL RESIDENCES

### WHITE ELEPHANT PHASE 3

#### PERMIT DOCUMENTS



RJO'CONNELL  
& ASSOCIATES, INC.  
CON. LANDSCAPE & LAND PLANNERS  
45 MONTVALE AVE.  
BETHESDA, MD 20814  
761-761-1000  
Fax: 761-761-6012

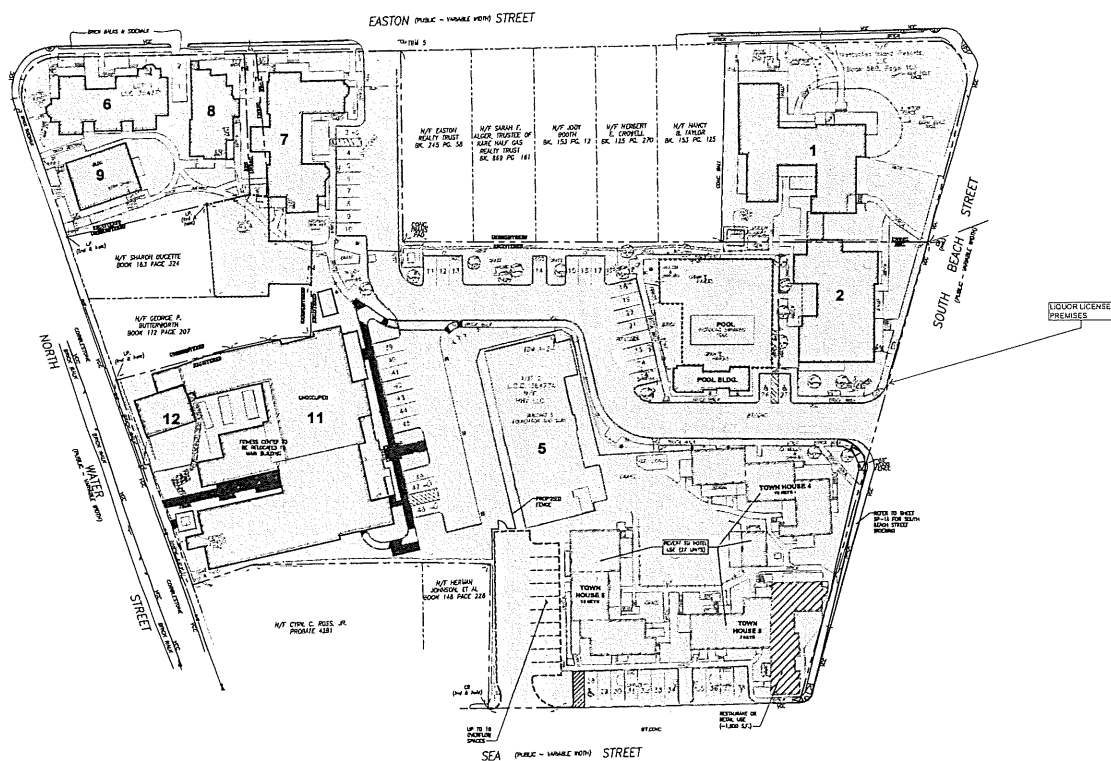
Project No: 11066  
Drawn By: MCR  
Checked By: JIA  
Issue Date: 14 NOVEMBER 2012

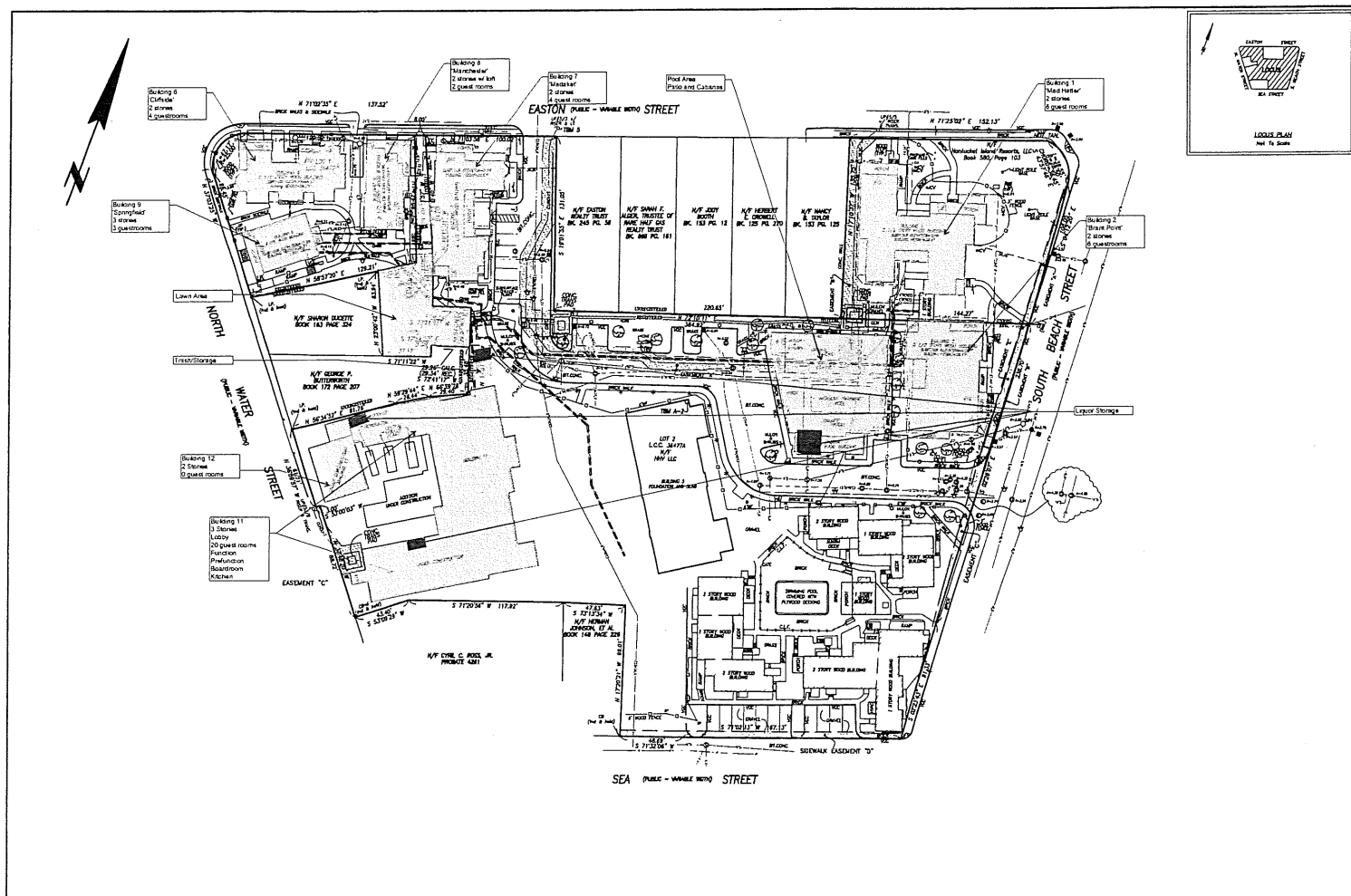
| Revisions |          |                               |    |
|-----------|----------|-------------------------------|----|
| No.       | Date     | Description                   | By |
| 1         | 11/14/12 | ISSUED FOR<br>REVISED PERMIT  |    |
| 2         | 1/8/13   | REVISED FOR<br>REVISED PERMIT |    |
|           |          |                               |    |
|           |          |                               |    |

Drawing Title:  
**SITE PLAN  
PHASE 3**

SCALE: 0' 30' 60'  
Drawing Number:

CP-1



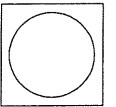






WHITE  
ELEPHANT  
BUILDING  
11

## LOBBY REVISIONS



**ARROWSTREET**  
Architecture  
Urban Design  
Planning  
Graphics and Interiors

333 Elm Street, Somerville, MA 02144  
617.452.2326 Fax 617.452.2327  
www.arrowstreet.org

|                 |                 |
|-----------------|-----------------|
| Project Number: | 11811           |
| Created By:     | WTF             |
| Checked By:     | PS              |
| Issue Date:     | 8 FEBRUARY 2012 |

[illegible]

Drawing Title

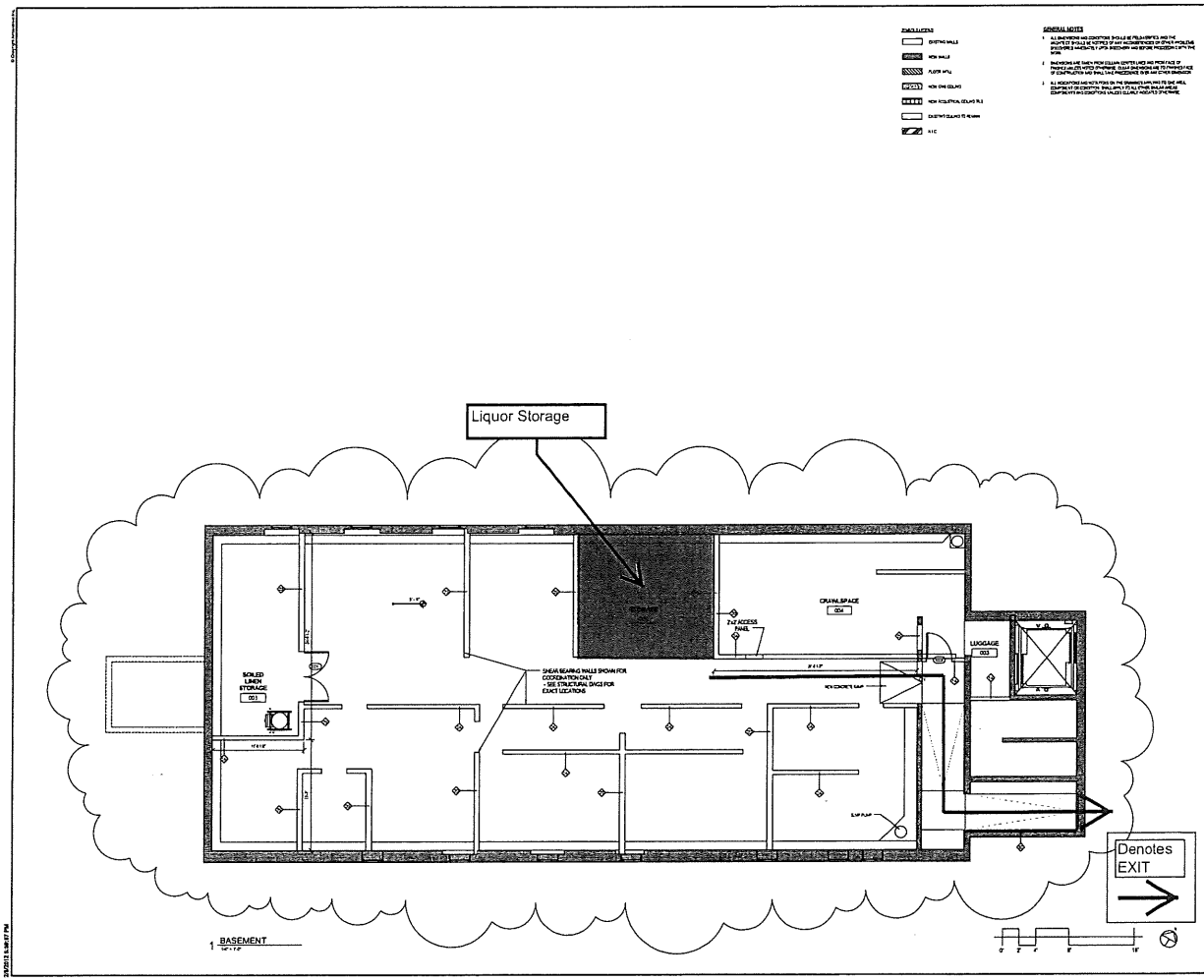
**BASEMENT  
FLOOR  
PLAN**

SCALE As indicated

---

Inventory Number

A2.10

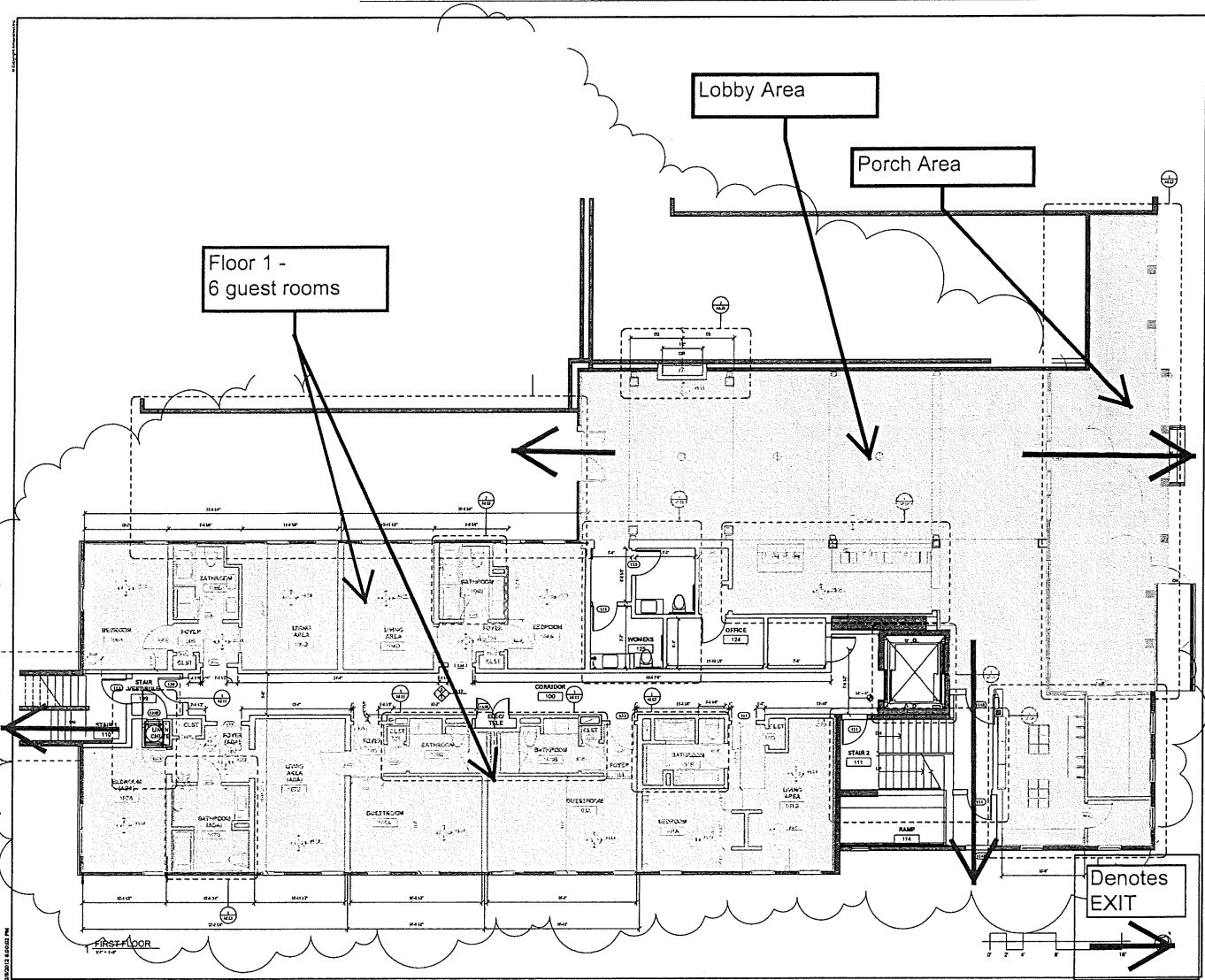




WHITE ELEPHANT  
HOTEL RESIDENCE

WHITE  
ELEPHANT  
BUILDING  
11

LOBBY  
REVISIONS



Drawing Title  
FIRST  
FLOOR  
PLAN

SCALE  
As Indicated  
Drawing Number  
A2.11

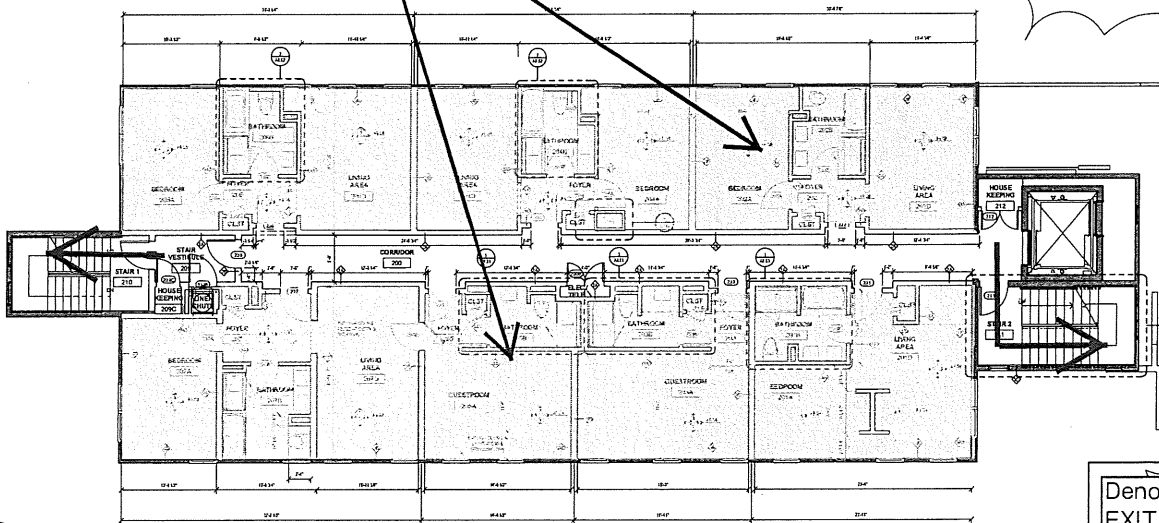


WHITE ELEPHANT  
HOTEL RESIDENCES

WHITE  
ELEPHANT  
BUILDING  
11

LOBBY  
REVISIONS

Floor 2  
7 Guest rooms



1 SECOND FLOOR

Denotes  
EXIT  
➔

Drawing Title  
SECOND  
FLOOR  
PLAN  
  
SCALE As Indicated  
Drawing Number  
A2.12

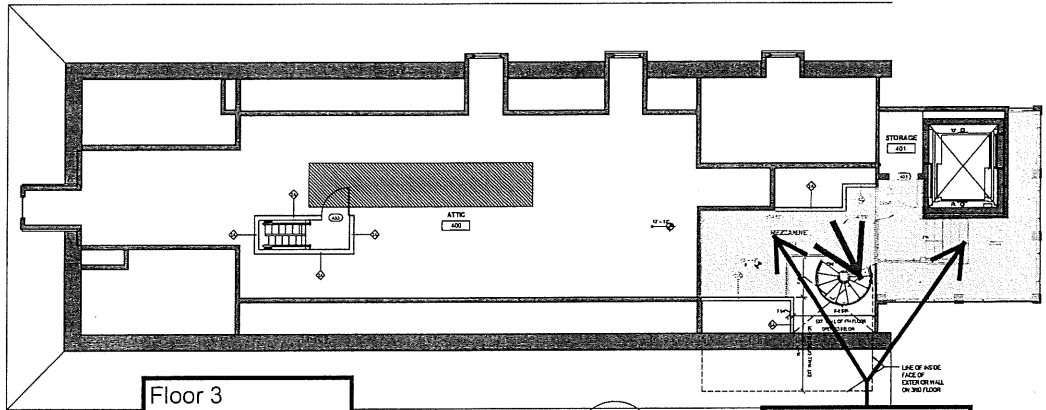




WHITE ELEPHANT  
HOTEL RESIDENCE

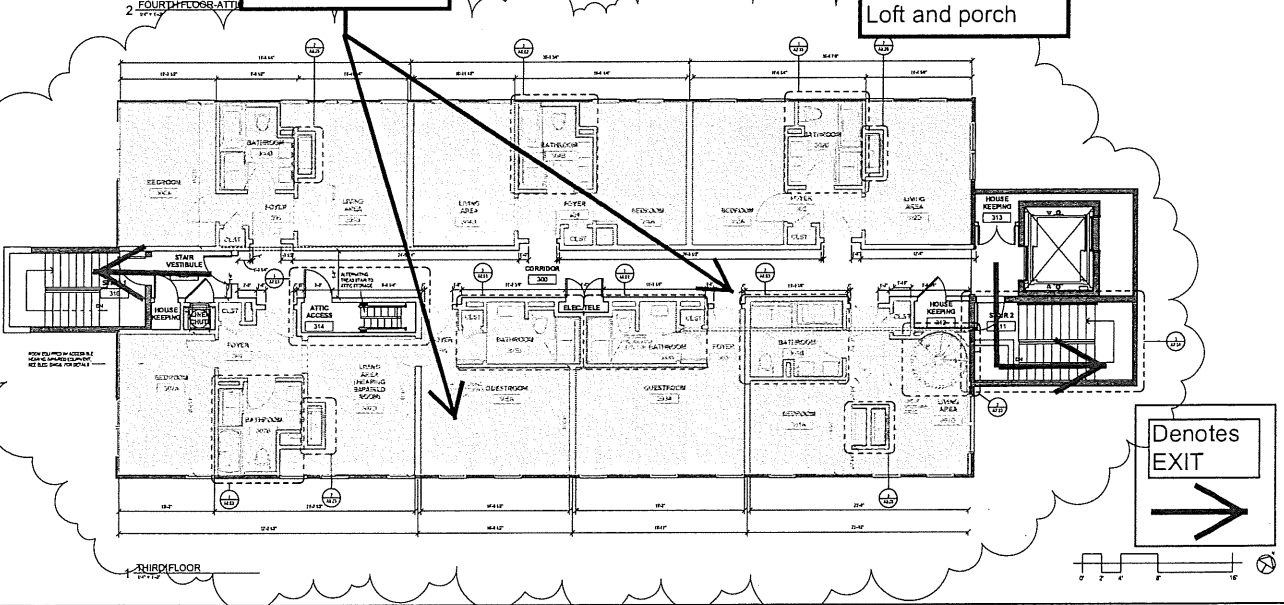
WHITE  
ELEPHANT  
BUILDING  
11

LOBBY  
REVISIONS



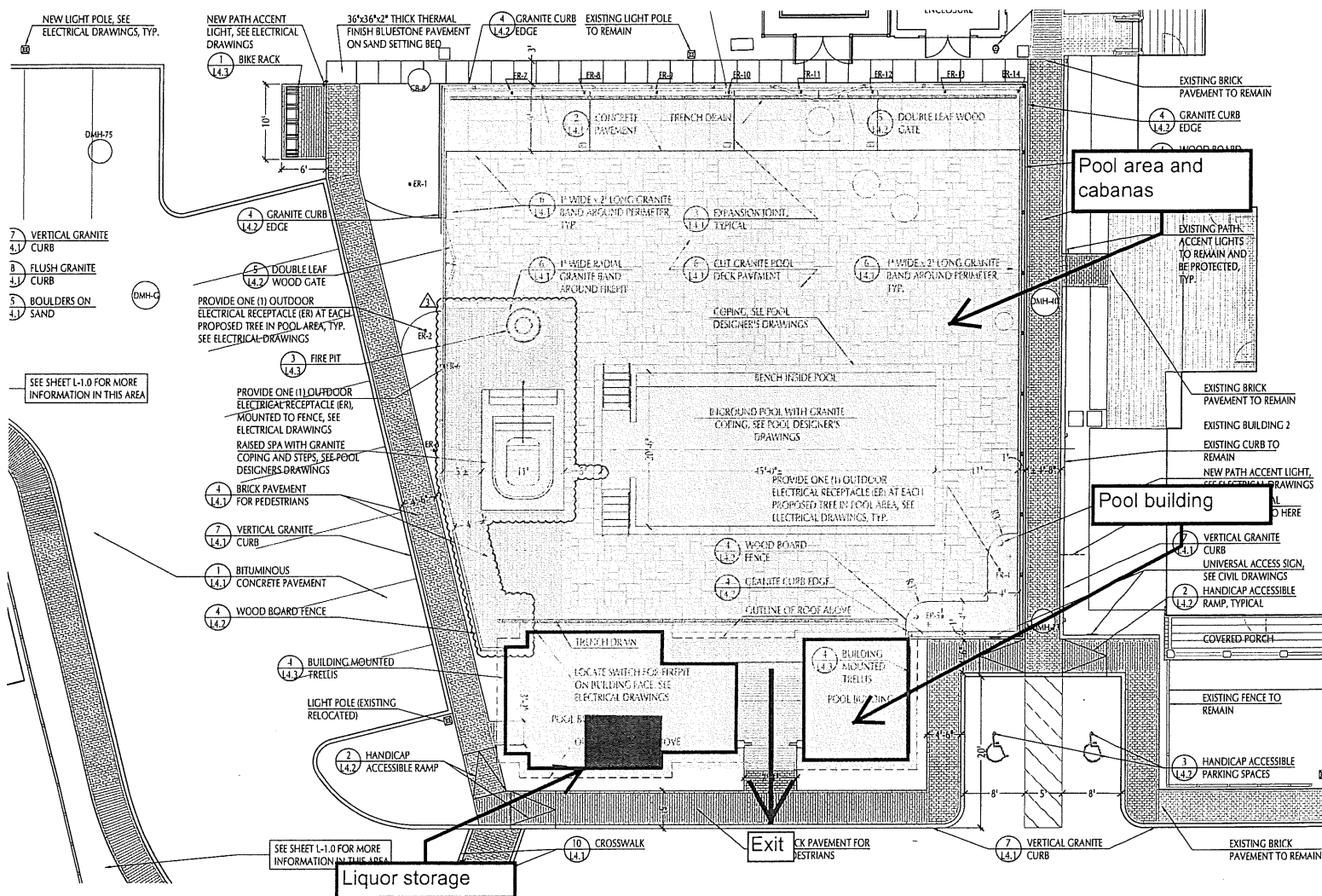
Floor 3  
7 Guest rooms

Floor 4  
Loft and porch



Drawing Title  
THIRD AND  
FOURTH  
FLOOR  
PLAN

SCALE  
As Indicated  
Drawing Number  
A2.13



AFFIDAVIT OF NOTICE OF MAILING TO ABUTTER AND OTHERS

To the Licensing Board

For the Town of Nantucket

Date

6/30/16

I, Richard P. Beaudette hereby certify that the following is a true list of the persons shown upon the Assessor's most recent valuation list as the owners of the property abutting the proposed location for an alcoholic beverages license at: 19 South Beach Street, 29 North Water Street, 72 Easton Street

And that the following schools, churches or hospitals are located within the radius of five hundred (500) feet from said proposed location:

First Congregational Church  
62 Center Street  
Nantucket, MA 02554

First Congregational Church  
64 Center Street  
Nantucket, MA 02554

If there are none, please so state:

I also certify that the notice of this application/petition concerning an alcoholic beverages license was given to the above by mailing to each of them within three (3) days after publication of same, a copy of the advertisement is attached below. Also attached are the registered receipts./return registered receipts bearing signatures of persons receiving said notice.

Signed and subscribed to under the penalties of perjuries:

Printed: Richard P. Beaudette

Written: [Signature]

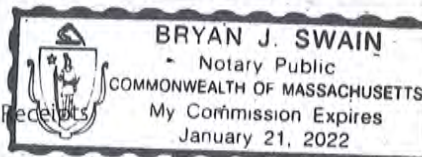
Date:

7/12/16

Notary Public:

My Commission Expires:

Please Attach Advertisement and Receipts



LICENSE #: 076200207

LICENSE FEE: \$2,900.00

THE LICENSING BOARD *for the*  
TOWN OF NANTUCKET, MASSACHUSETTS  
HEREBY GRANTS AN  
**SEASONAL RETAIL INNHOLDER LICENSE**  
TO EXPOSE, KEEP FOR SALE, AND TO SELL  
**ALL ALCOHOLIC BEVERAGES**

**TO BE CONSUMED ON THE PREMISES**

**BUSINESS:** Nantucket Island  
Management, LLC  
**DBA:** WHITE ELEPHANT  
HOTEL RESIDENCES  
**PREMISES:** 19 South Beach Street  
Nantucket, MA 02554  
**MANAGER:** Bettina Landt

**ON PREMISES DESCRIBED AS:**

Described Premises: Pool area including pool cabanas and prep kitchen; Building #1 (Mad Hatter): two stories, including six guest suites; Building #2 (Brant Point): two stories, including six guest suites; Building #6 (Cliffside): two stories, including four guest suites; Building #7 (Madaket): two stories including four guest suites; Building #8 (Manchester): two stories including two guest suites and a loft area; Building #9 (Springfield): three stories, including three guest suites; Building #11 (Main Building): three stories, including twenty guest suites, lobby and storage space.

**The hours during which alcoholic beverages may be sold:** In accordance with MGL Chapter 138 and amendments thereto with the local provision that patrons shall not be served alcoholic beverages before 8:00AM Monday through Saturday and 11:00AM on Sunday. **No alcohol service is permitted after 1:00AM** and patrons must be off the license premises and said **premises must be closed by 1:30AM**. Any restrictions apply as are on file with the local licensing authority. In accordance with Article 40 ATM 2001, Chapter 86.1 Board of Health Regulations Prohibit Smoking in Certain Places within the Town of Nantucket.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the Massachusetts General Laws, as amended and any rules or regulations made thereunder by the licensing authorities, including, but not limited to Chapter 250 of the Town of Nantucket Rules and Regulations Governing Alcoholic Beverages.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this 16th day of March, 2016.



Robert De Costa  
Chairman, Board of Selectmen

**THIS LICENSE IS VALID APRIL 1, 2016 – JANUARY 15, 2017**

*\*Unless earlier suspended, cancelled, or revoked*

**This License Shall Be Displayed On the Premises in a Conspicuous Place Where it May Be Easily Seen.**

## 200.16

## PARKING PERMITS

200.16.1.1 Residential Parking Permit: Where Stopping, Standing or Parking is not otherwise prohibited within the Residential Parking Permit District, up to two (2) permits shall be issued to owners of Vehicles who own or rent dwellings which front on streets included in the Resident Parking Permits District or Core District, provided that a fee of \$50 for applications submitted between January 1 and May 31 or \$100 for applications submitted between June 1 and December 31 has been paid to the Town; the applicant shows satisfactory proof that he or she lives on a Public Way in one of the districts during the period between June 1 and September 30 of the year for which he is seeking a permit by using a tax bill, executed lease with a term greater than 90 days or other acceptable documentation as proof; and a valid registration card for the Vehicle to be permitted is shown. Applicants who require additional permits may be issued a permit, upon completion of an application as follows: For additional permits purchased between January 1 and January 31 by a resident of the Town who is shown as a resident of the Town upon the street where such additional permits are requested as determined by the Official Street List maintained by the Nantucket Town Clerk, the fee or any such additional permit shall be \$50.00; for additional permits by persons who do not appear on the Official Street List of the Town, and such additional permits are purchased between January 1 and May 31, the fee for each additional permit shall be \$250.00; for any additional permit purchased between June 1 and December 31, the fee shall be \$500.00 for each permit. [Fee established by the Board of Selectmen March 16, 2016, effective April 1, 2016.] Vehicles which are owned by a corporate entity may be issued one (1) Residential Parking Permit when the vehicle being registered is owned by a corporate entity rather than the applicant. Corporate vehicle owners are not eligible for any additional parking permits under this section. Denial of permits for corporate vehicles can be appealed to the Board of Selectmen. [Fee established by the Board of Selectmen on December 17, 2014, effective January 1, 2015.] ~~Owners of Vehicles who live full-time aboard a vessel moored on a Town licensed mooring shall be eligible for a Residential Parking Permit under this section. Provided that a fee of \$75 has been paid to the Town; the applicant shows satisfactory proof that he or she lives full-time on a vessel that is properly documented by the U.S. Coast Guard or properly registered by the State of Massachusetts and moored on a mooring properly permitted by the Town of Nantucket during the period between June 1 and September 30 of the year for which they are seeking a permit and a valid registration card for the Vehicle to be permitted must be provided. The Signature of the Harbormaster is required to verify proof of full-time live-aboard status. [Fee established by the Board of Selectmen on October 22, 2014, effective October 30, 2014.]~~



EFFECTIVE APRIL 1, 2016 THROUGH APRIL 30, 2016: Additional Residential Parking Permits may be purchased by a resident of the Town who is shown as a resident of the Town upon the street where such additional permits are requested as determined by the Official Street List maintained by the Nantucket Town Clerk, the fee for any such additional permit shall be \$50.00. This paragraph beginning with the phrase “EFFECTIVE APRIL 1, 2016 THROUGH APRIL 30, 2016” shall be automatically deleted from this regulation on April 30, 2016.

200.16.1.2 Commercially Registered Vehicle Permit: Owners of commercially registered vehicles, registered to a Nantucket address, not a Post Office Box, may be issued a permit that allows a Commercially Registered Vehicle to be parked in violation of Section 200.14.2 of these Rules and Regulations, upon application by the owner or his agent and the payment of a fee of \$25 per permit. Vehicles that have been issued a valid Residential Parking Permit under Section 200.16.1.1 or a valid Live-Aboard Parking Permit under Section 200.16.1.11 that otherwise qualify for a Commercially Registered Vehicle Permit shall have the fee waived for the Commercially Registered Vehicle Parking Permit. Commercially Registered Vehicle Permits shall be valid for the year in which they are issued only. [Fee established by the Board of Selectmen on May 21, 2014, effective May 21, 2014]

200.16.1.11 Live-Aboard Parking Permit: Owners of Vehicles who live full-time aboard a vessel moored on a Town licensed mooring shall be eligible for up to three “Live-Aboard” Parking Permits under this section. Provided that: a fee of \$50 for the first vehicle, \$100 for the second vehicle and \$200 for the third vehicle has been paid to the Town; the applicant shows satisfactory proof that he or she lives full-time on a vessel moored within the Nantucket Harbor anchorage for a minimum of ten consecutive weeks and that the vessel is properly documented by the U.S. Coast Guard or properly registered by the Commonwealth of Massachusetts and tied to a permitted mooring during the period between June 1 and September 30 of the year for which they are seeking a permit and, that a valid motor vehicle registration is shown for each vehicle. The Signature of the Harbor Master is required to verify proof of full-time live-aboard status. Said permit is valid only for the Municipal Parking Lot at 37 Washington Street [Fee established by the Board of Selectmen on June 22, 2016, effective June 22, 2016]

200.16.4 There must be no unpaid Parking tickets issued to the registration of the Vehicle to be eligible to receive any permit issued under 200.16.1.2, 200.16.1.7, and 200.16.1.10 and 200.16.1.11 of this section.